



CITY OF YONKERS

**BUREAU OF PURCHASING
CITY HALL – ROOM 102
40 SOUTH BROADWAY
YONKERS, NEW YORK 10701-3888
Telephone (914) 377-6030; Fax (914) 377-6032**

COVER SHEET

SOLICITATION & CONTRACT DOCUMENTS FOR

**Construction and installation of Integrated Security System for Cacace Justice
Center Detention Facility**

BID NUMBER: ITB-5739

OPENING DATE: FEBRUARY 6, 2013 - 2 PM

BOCS APPROVAL DATE: _____
Assigned by Purchasing

CONTRACT NO.: _____
Assigned by Purchasing

BIDDER TO FILL OUT (PRINT):

NAME OF BIDDER: _____

ADDRESS: _____

CONTACT: _____ TITLE: _____

PHONE NO.: _____ FAX: _____

E-MAIL: _____

DATE: _____

**– DO NOT RETURN ENTIRE BID PACKAGE –
ONLY RETURN WHAT IS LISTED IN “INFORMATION FOR BIDDERS”, PAGE 6**

IMPORTANT INFORMATION FOR BIDDERS

Prevailing Wage

A New York State Department of Labor (NYSDOL) Prevailing Wage Rate Case Number has been assigned to this project. The PRC case number is # **2012010434**.

To access the prevailing wage rate schedule for this project, enter the PRC number at the following New York State Dept. of Labor webpage: <http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

Complete NYSDOL requirements can be viewed at
<http://www.labor.state.ny.us/workerprotection/publicwork/PWContents.shtm>

Upon issuance of the Notice of Acceptance/Contract Award, the Purchasing Department will notify the NYSDOL with the following information:

- Contractor name, address, and federal employer identification number;
- Contract amount;
- Approximate start and completion dates

NYSDOL Requirements for OSHA 10 Compliance

If the resultant contract is \$250,000 or more, the Contractor must certify that every worker employed for this project has completed an OSHA 10 safety training course prior to performing any work on the project. Valid proof of completion of the OSHA 10 training course includes copies of bona fide course completion card and training roster, attendance record, or other documentation from the certified trainer. Simply attesting that all employees have completed the course is not sufficient proof of completion.

Apprenticeship Agreement

In accordance with Yonkers City Council Resolution No. 234-2002 (December 23, 2002), the following information is hereby incorporated into the Bid Specifications:

Prior to entering into construction contracts, contractors and subcontractors must have apprenticeship agreements appropriate for the type and scope of work performed, that have been registered with, and approved by, the Commissioner pursuant to the requirements found in Article 23 Section 816-B of the New York State Consolidated Law.

Article 23 can be found at:

<http://www.labor.state.ny.us/formsdocs/app/NYSCLArticle23.pdf#page=1>

Plumbing and Electrical Contractors

All Plumbing or Electrical Contractors engaged on this project must be licensed by the Trades Licensing Division of the Office of the Westchester County Clerk. 914-995-2657; Fax 914-995-3092; Email: CC-Licensing@WestchesterGov.com

The Westchester County Master Plumbing and Electrician licensing database can be viewed at:

http://www.westchestergov.com/elecplumb/MPL.asp?Sort_Type=ASC&Sort_By=Company&Sort_By2=LName,FName,LicenseNum&Sort_Stage=E&Temp_Stage=B

All Bid Documents and Addenda Published Online

All Contractors are encouraged to register online with the Empire State Purchasing Group at <http://www.govbids.com/scripts/hvmpg/public/home1.asp> to receive additional notifications of bid opportunities from the City of Yonkers and over 130 government agencies from New York State. This is a regional bid notification system that provides instant access to all participating agencies, Bids, RFPs, Request for Quotes, and Amendments online from one website.

Vendors are also encouraged to visit the Yonkers Purchasing Department website at

<http://www.yonkersny.gov/Index.aspx?page=1269> to learn more about doing business with the City of Yonkers.

Payments: The City of Yonkers requires all vendors to receive payments electronically. To obtain the City's Electronic Funds Transfer (EFT) authorization form, please visit the City website at www.yonkersny.gov. A copy of the form will be appended to all contract documents, and completion is required at the time of contract execution.

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ATTACHMENT A	<input checked="" type="checkbox"/> Applicable	<input type="checkbox"/> N/A	96
SUPPLEMENTARY CONDITIONS	<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A	
MULT-PRIME CLAUSES	<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A	
SPECIFICATION UPDATES			N/A
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PREVAILING WAGE
RATE SCHEDULE

To access the prevailing wage rate schedule for this project, enter the project’s **Prevailing Wage Rate Case Number 2012010434** at the following New York State Dept. of Labor webpage:

<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

LIST OF DOCUMENTS:

SEE SEPARATE ATTACHMENTS ☒

- ITB-5739 Building Site Plan.pdf
- ITB-5739 first floor plan.pdf
- ITB-5739 Ground Floor plan.pdf
- ITB-5739 second floor plan.pdf
- ITB-5739 third floor plan.pdf

CITY OF YONKERS

INFORMATION FOR BIDDERS COVER SHEET – BID NO. ITB-5739

1. **Bid No.:** **ITB-5739**
2. **Description:** **CONSTRUCTION & INSTALLATION OF INTEGRATED SECURITY SYSTEM FOR CACACE JUSTICE CENTER DETENTION FACILITY**
3. **Place of Performance:** **City of Yonkers, Cacace Justice Center
104 South Broadway, Yonkers, NY 10701**
4. **Date, Time, and Place Bids are Due:**

Date:	<u>February 6, 2013</u>
Time:	<u>2 PM</u>
Place:	<u>YONKERS BUREAU OF PURCHASING 40 SOUTH BROADWAY, ROOM 102 YONKERS, N.Y. 10701</u>
5. **Pre-Bid / Site Inspection:**

Date:	<u>January 18, 2013 and January 25, 2013</u>	Time: <u>10 AM</u>
Location*:	<u>Cacace Justice Center 104 South Broadway (Main Floor) Yonkers, NY 10701</u>	

NOTE: THE SITE INSPECTION IS MANDATORY. FAILURE TO HAVE A REPRESENTATIVE ATTEND ONE OF THE SITE INSPECTIONS WILL RENDER A BIDDER NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

6. **Purchasing Contact**

Name:	<u>Tom Collich</u>	
Phone:	<u>914.377.6035</u>	Fax: <u>914.377.6032</u>
E-mail:	<u>Thomas.collich@yonkersny.gov</u>	

NOTIFY TOM COLLICH OF THE SITE INSPECTION YOU ARE PLANNING TO ATTEND.

All questions regarding the contents of this bid must be submitted in writing to the Purchasing Contact listed above. Questions may be submitted by fax or email. Answers to all inquiries will be given to all prospective vendors in the form of a formal addendum to the solicitation and shall be annexed to and become part of the ensuing contract.

Only written addenda issued by the Bureau of Purchasing shall be binding. No officer, employee, or agent of the City is authorized to clarify or amend the Solicitation Documents by any other method, and any such clarification or amendment, if given, is not binding on the City. **Prospective Bidders are reminded that it is their responsibility to ensure that they receive all addenda.**

NOTE: The City does not disclose bid results over the telephone. If you did not attend the bid opening and want the bid results, you can view the bid tabulation online at <http://www.yonkersny.gov/Index.aspx?page=1302>.

INFORMATION FOR BIDDERS

I. Description and Location of Work; and Time and Place for Receipt of Bids:

The description and location of the work for which bids are requested and the time and place for receipt of bids are set forth on the Cover Sheet of the Information for Bidders.

II. Bid Submission Requirements:

The following items are to be completed AND RETURNED as part of the bid:

- A. Bid Cover Sheet, Page 1
- B. Bid Schedule of Prices – Itemized, Page 10 & Attachment A ☒ Lump Sum, Page 11 ☐
- C. Bid and Bidder's Affidavit – Pages 12-16 - **SIGNED AND NOTARIZED.**
- D. Bid Security – Pages 17 – 21 – **SIGNED AND NOTARIZED.**
- E. Vendor Background Questionnaire – Pages 33-38 - **SIGNED AND NOTARIZED.**
- F. Article 59, Page 67 and Page 68 or 69 (whichever applies) – **RETURN THREE SIGNED AND NOTARIZED COPIES OF EACH.**

Non-compliance with any of the above bid submission requirements may result in the disqualification of the bid. DO NOT RETURN ENTIRE BID PACKAGE - ONLY RETURN THE PAGES LISTED ABOVE.

III. Deposit for Receiving Bid Documents: ☐ Applicable ☒ Not Applicable

Copies of the Contract Documents including Drawings and Specifications may be obtained from the City of Yonkers Bureau of Purchasing. Bids should only be made upon the bid forms obtained in the Bid package from the Bureau of Purchasing. Copies of the Contract Documents may be obtained by prospective bidder upon a deposit of a personal or company check made payable to the City of Yonkers, in the amount of \$50.00 per set. For bidders, the deposit for one set of Contract Documents will be refunded in full, for documents returned in good condition, as determined by the City, and a fifty percent (50%) refund of deposit(s) for additional set(s) returned in similar condition within thirty (30) days after award or rejection of bids. For non-bidders, only fifty percent (50%) of the deposit will be refunded for the documents.

IV. Examination of the Contract Documents and Site:

- A. Prospective Bidders shall examine the Contract Documents carefully and, before bidding, shall make a written request to the Purchasing Director for clarification of any ambiguity, or correction of any inconsistency or error in the documents. Every request for such clarification must be received at least ten (10) days prior to the date fixed for the opening of the bid. Such clarification or correction, as well as any additional Contract provisions the City shall decide to include shall be issued in writing by the City or its designee as an addendum, which shall be sent by certified or registered mail, or by overnight mail, or by fax, or delivered to each prospective Bidder recorded as having received a copy of the Contract Documents from the City and shall be available at the place where the Contract Documents are available for inspection by prospective Bidders. Upon issuance, such addenda shall be binding on all Bidders. The requirements contained in all Contract Documents shall apply to all addenda.
- B. Only interpretations, corrections or additional Contract provisions made in writing by the City as addenda shall be binding. No officer, agent or employee of the City is authorized to clarify or correct the Contract Documents by any other method, and any such clarification or correction, if given, is not binding on the City.

- C. At the time of the opening of bids, each Bidder shall be presumed to have inspected the site and to be thoroughly familiar with all the Contract Documents. The failure of any Bidder to obtain, to examine all Contract Documents, or to request a clarification or correction, shall in no way relieve any Bidder from any obligation in respect to the bid of such Bidder.
- D. Any subsequently alleged ambiguity, not raised by the successful bidder prior to the submission of his or her bid, shall be conclusively and unilaterally resolved by the Purchasing Director.

V. Site Inspection / Pre-Bid Conference: ☒ Applicable ☐ Not Applicable

A pre-bid conference for all prospective Bidders may be held at a time and place to be announced by the City for the purpose of discussing the Contract Documents and requirements in an informal setting. Persons or firms who obtain copies of the Bidding Documents prior to the date of the pre-bid conference will be notified of the exact time that the pre-bid conference will be held. Prospective Bidders are encouraged to attend this pre-bid conference. Nothing stated at the pre-bid conference shall change the terms and/or conditions of the Contract unless memorialized in writing as required herein.

VI. Preparation and Submission of Bids:

- A. Bids must be submitted on the forms supplied by the City. Bids shall be enclosed in a sealed envelope, addressed to the City and marked with the name and address of the Bidder, the Bid Number, the Bid Opening date and time, and the description of the Project. All blank spaces for bid prices must be filled in, using both words and figures. In the event of a discrepancy between the Bid Amount in words and the Bid Amount in figures, the Bid Amount in words shall govern. Conditional bids shall be rejected. Bids shall not contain any recapitulation of the Work to be done. No oral, telegraphic, telephonic or faxed bids or modifications shall be considered.
- B. Bids that are illegible or that contain omissions, alterations, additions or items not called for in the bidding documents may be rejected as non-responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Contract Documents, will be rejected as non-responsive.
- C. The City may reject as non-responsive any bid not prepared and submitted in accordance with the provisions of the Contract Documents.
- D. Any bid may be withdrawn prior to the scheduled time for the opening of bids or the postponed date, if any.
- E. Any bid received after the date and time that the bids are due will not be accepted.
- F. A Bidder may not withdraw its bid during the **NINETY (90) calendar day** period following the actual date of the opening without prior approval of the City.
- G. Unbalanced bids may be rejected at the discretion of the City. Unbalanced bids shall be deemed to include any bid on any item which is not, in the opinion of the City based on a bona fide price for which the bidder can furnish the articles or perform the work covered by said item at cost or with substantially the same percentage of profit as he estimates to receive on the Contract as a whole.

VII. Determination of Bidder Responsibility; Vendor Background Questionnaire:

- A. Bidders will be obligated to submit completed Vendor Background Questionnaires with this bid as set forth in this paragraph. Bidders who have submitted Vendor Background

Questionnaires within the last 12-months may attach a copy of the previously submitted form, making all necessary updates to assure the accuracy at the time of the bid.

- B. In addition, prior to the award of a contract, the City will conduct such investigations as the City deems necessary to determine the responsibility of any Bidder and/or to determine the ability of any Bidder to perform the Work. All apparent low bidders are subject at the time of bid to a financial analysis.

The City may require the Bidder to submit one or more of the following:

1. Further detailed breakdown of its Bid Amount in a format and level of detail acceptable to the City.
2. The names and resumes of key personnel (down to level of superintendent) the bidder intends to assign to the work if awarded a contract.
3. The portions of the Work that the bidder intends to subcontract by trade and estimated dollar amount of each.
4. A list of contracts, award dates, award amounts and Owner contact persons for projects the Bidder has recently been awarded or is currently working on.

The Bidder shall furnish the above information within three (3) business days of its receipt of the City's written request.

- C. The City reserves the right to reject any bid if the information required by the City is not submitted as required or if the information submitted fails to satisfy the City that the Bidder is responsible, or is able or qualified to carry out the obligations of the Contract, or to complete the Work as contemplated.

VIII. Required Bonds: ☒ Applicable ☐ Not Applicable

- A. **BID SECURITY.** The bidder is required to submit bid security in an amount and type specified in the Schedule "A" to the General Agreement. All Bid Bonds received in connection with this bid will be returned to the Bidders, except the three lowest Bidders, within five days after the formal opening of bids; and the remaining Bid Bonds, except for the lowest responsible bidder, will be returned to the other bidders, after the Board of Contract and Supply has awarded the Contract.
- B. **PERFORMANCE SECURITY.** The bidder is required to submit performance security in the amount specified in Schedule "A" to the General Agreement. The performance security shall be delivered by the Contractor to the City within ten (10) business days after the receipt of a Notice of Award. If a Contractor fails to deliver the required performance security, the award shall be rescinded, its bid security shall be enforced and award of the Contract may be made to the next lowest responsible bidder or the Contract may be rebid.
- C. **PAYMENT SECURITY.** Payment security is required for all construction contracts in accordance with State law in the amount specified in Schedule "A" of the General Agreement. The payment security shall be delivered by the Contractor to the City within ten (10) business days after the receipt of a Notice of Award. If a Contractor fails to deliver the required payment security, the award shall be rescinded, its bid security shall be enforced and award of the Contract may be made to the next lowest responsible bidder or the Contract may be re-bid.
- D. **ACCEPTABLE SECURITY.** Acceptable security for bids, performance and payment shall be limited to:
1. A bond in a form satisfactory to the City – **Note: AIA bond forms are NOT ACCEPTABLE.**
 2. A bank certified check or money order.

- E. Attorneys in fact who sign said bonds on behalf of a surety must affix to each bond a certified copy of their power of appointment, indicating the effective period.
- F. All bonds must be submitted on the exact form provided in the bid and contract documents.

IX. Award of Contract, Rejection of Bids:

- A. SUBJECT TO THE CITY'S RIGHT TO REJECT ANY AND ALL BIDS, THE AWARD OF THE CONTRACT SHALL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.
- B. The City may reject all bids and may elect to re-solicit bids if in its sole opinion it shall deem it in its best interest to do so.
- C. Rejection of all bids and negotiations with responsible bidders
 - 1. The City may determine that it is appropriate to cancel the selection process after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:
 - (a) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the City cannot determine the reasonableness of the bid price, or no responsible bid has been received from a responsible bidder; or
 - (b) In the judgment of the City the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
 - 2. When the City has determined that the Invitation for Bids is to be cancelled and that use of negotiation is appropriate to complete the acquisition, the City may negotiate and award the Contract without issuing a new solicitation subject to the following conditions:
 - (a) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the City to each responsible bidder that submitted a timely bid;
 - (b) the negotiated price is the lowest negotiated price offered by any responsible bidder; and
 - (c) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a timely bid.
- D. Tie Bids. When two or more low responsible bidders are identical in price, the City will break the tie by giving priority first to a City of Yonkers bidder, second to a County of Westchester, New York bidder, and third to a State of New York bidder. If after such preferences are given a tie still remains, the award shall be made by a drawing by lot. The bidders involved shall be invited to attend the drawing.

X Audit by the Inspector General:

- A. Any Vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Inspector General of the City of Yonkers, Yonkers City Hall, Yonkers, New York 10701, telephone number (914) 377-7000.
- B. The Inspector General may, in his or her discretion, audit the bid process or otherwise investigate any allegations of wrongdoing and, if deemed necessary, issue a report on his or her findings to the Board of Contract and Supply.

XI Authority to Do Business in New York

Any corporation not incorporated under the Laws of New York State must furnish a copy of its Certificate of Authority from the New York State Secretary of State to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law. You may get additional information at: Department of State, Division of Corporations, 41 State Street, Albany, NY 12231 (518-473-2492).

COMPLETE THIS FORM IN INK

BID NO.: ITB-5739

BID SCHEDULE OF PRICES - ITEMIZED

SEE ATTACHMENT A

For furnishing and providing all the necessary material, machinery, plant, implements, tools, labor, services, skill and other items of whatever nature required, and to do and perform all the work necessary under the Contract, to complete the work in accordance with the Drawing and Specifications and any Addenda thereto and to accept in full compensation therefore the amount of the total bid stated, the sum of:

TOTAL BID, ITEMS 1 TO , INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: _____

_____ Dollars _____ Cents

Written in Figures: \$_____

Discount for Prompt Payment: _____ % _____ Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number _____ (Bidder to insert number of last Addendum received.)

Availability to Start Work: _____

Contractor: _____

Address of Bidder: _____

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☐ No

Prepared By: _____

Title: _____

Signature: _____

Telephone No.: _____

Fax No.: _____

E-Mail: _____

Date: _____

COMPLETE THIS FORM IN INK

BID NO.: ITB-5739

BID SCHEDULE OF PRICES - LUMP SUM BID

For furnishing and providing all the necessary material, machinery, plant, implements, tools, labor, services, skill and other items of whatever nature required, and to do and perform all the work necessary under the Contract, to complete the work in accordance with the Drawing and Specifications and any Addenda thereto and to accept in full compensation therefore the amount of the total bid stated, the Lump Sum Bid of:

PLEASE PRINT

Written in Words; _____

_____ Dollars _____ Cents.

Written in Figures: \$ _____

Discount for Prompt Payment: _____ % _____ Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number _____ (Bidder to insert number of last Addendum received.)

Availability to Start Work: _____

Contractor: _____

Address of Bidder: _____

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☐ No

Prepared By: _____

Title: _____

Signature: _____

Telephone No.: _____

Fax No.: _____

E-Mail: _____

Date: _____

BID AND BIDDER'S AFFIDAVIT

Bid No.: **ITB-5739**

By submission of this bid and the execution of the Bidder's Affidavit, the Bidder hereby submits a binding offer to furnish all required work and meet all other obligations set forth in the Contract Documents, and all addenda thereto, whether received by the undersigned or not; for the total sum indicated below:

Bid Amount: _____
_____ Dollars, _____ Cents
(printed or typed in words)

\$ _____
(Total Bid in Figures)

By submission of this bid, the Bidder acknowledges that it has read all the contents of this document including the Important Information for Bidders, Information for Bidders, Schedule "A", General Agreement, General Conditions, Supplementary Conditions, Engineering Department Rules and Regulations, Technical Construction Specifications, Drawings, the Prevailing Wage Schedule for Article 8 Public Work Project (PRC# **2012010434**), and all addenda, if any.

Bid Made by:
(Firm Name) _____

Address: _____

By: _____
(Signature-Authorized Officer) (Print Name) (Print Title)

Telephone: _____ Fax: _____

Tax ID Number: _____ Date: _____

Email: _____

The Bidder's authorized representative on this Project shall be:

Additionally, by submission of this bid and the execution of the Bidder's Affidavit each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies on behalf of its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- A. The prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

- C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- D. The bidder is not in arrears to the City of Yonkers upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of Yonkers;
- E. The bid prices are to cover all expenses of every kind incidental to the completion of the work and the Contract therefore, including all claims that may arise through damage or any other cause whatever, and for those items for which the prices are established in the Specifications, hereby agree to perform such additional work and supply such additional material at the prices therein established;.
- F. The Bidder shall make no claim on account of any variations between the quantities of the approximate estimate and the quantities of the work as done, nor on account of any misconception or misunderstanding of the nature and character of the work to be done, or of the ground or place where it is to be done;
- G. The bidder is the only one interested in this bid; and it is made without any connection with any other person or persons making an estimate for the same work, and is in all respects fair, and without collusion or fraud;
- H. No member of the municipal government of the City of Yonkers nor any officer or employee of the City, is directly or indirectly interested in this bid, or in the supplies or the material for the work or in any portion of the profit thereof;
- I. Fair and Ethical Business Practices will be strictly adhered to during the life of this Contract. During the term of this Contract, neither the Bidder nor any director, partner, principal, officer or employee shall:
 - 1) File with a government office or employee, a written instrument which intentionally contains a false statement or false information;
 - 2) Intentionally falsify business records;
 - 3) Give, or offer to give, money or any other benefit to a labor official with intent to influence that labor official with respect to any of his or her acts, duties or decisions as a labor official;
 - 4) Give, or offer to give, money or any other benefit to a public servant with intent to influence that public servant with respect to any of his or her acts, duties or decisions as a public servant; and
 - 5) Knowingly participate in the criminal activities of any organized crime group, syndicate or family, nor shall any person employed by or associated with any such organized crime family, syndicate or group participate through criminal means in any of the business affairs of the Bidder.
- J. In addition, if it becomes known that any director, partner, officer, employee of the Bidder, or any shareholder owning 5% or more of the Bidder's stock:
 - 1) is the subject of investigation involving any violation of criminal law or other federal, state or local law or regulation by any governmental agency; or
 - 2) is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
 - 3) is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime.

The Bidder shall immediately notify the City of any such event.

AFFIDAVIT WHERE THE BIDDER IS A CORPORATION

STATE OF _____, COUNTY OF _____

as:

_____ being duly sworn,

says:

I am a member of _____,
the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at _____

I have full knowledge of the matters pertaining thereto.

(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT WHERE THE CONTRACTOR IS A CORPORATION

STATE OF _____)

) SS:

COUNTY OF _____)

On the _____ day of _____, in the year 20__, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at _____, that she is the _____ of _____, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

If a Corporation, Bidder must complete both Affidavit and Acknowledgement sections and submit this page with its bid

(Bid and Bidder's Affidavit – Bid # **ITB-5739**)

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF _____, COUNTY OF _____
as:

_____ being duly sworn,
says:

I am a member of _____ the above named
partnership whose name is subscribed to and which executed the foregoing bid. I reside
at _____
_____. I have full knowledge of the
matters pertaining thereto.

(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, in the year 20____, before me personally came
_____, to me known and known to me to be a member of the
firm _____; described in and who executed the foregoing
instrument; and he/she duly acknowledged to me that he/she executed the same for and in behalf of said
firm for the uses and purpose mentioned therein.

Notary Public

If a Partnership, Bidder must complete both Affidavit and acknowledgement sections and submit this page
with its bid.

(Bid and Bidder's Affidavit – Bid # **ITB-5739**)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF _____, COUNTY OF _____

as:

_____ being duly sworn,

says:

I am the person who submitted the foregoing bid. I have full knowledge of the matters pertaining thereto.

(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)

) ss:

COUNTY OF _____)

On the _____ day of _____, in the year 20__, before me personally same
_____, to me known and known to me to be the person described in
and who executed the foregoing instrument, and he/she duly acknowledged that the/she executed the same.

Notary Public

If an Individual, Bidder must complete both Affidavit and Acknowledgement sections and submit this page with its bid.

(Bid and Bidder's Affidavit – Bid # **ITB-5739**)

FORM OF BID BOND

City of Yonkers
Bureau of Purchasing

Yonkers City Hall
Yonkers, New York 10701

BID NO.: ITB-5739

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Bidder's Legal Title)

as principal and _____

(Surety's Legal Title)

as Surety, are hereby held and firmly bound unto the City of Yonkers, Yonkers City Hall, Yonkers, N.Y. in the penal sum of

_____ Dollars

(\$ _____)

or in the full and just sum of the difference between the total bid of the Principal and the total bid of the Bidder submitting the next lowest bid, whichever sum shall be higher, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Executed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Yonkers, Yonkers City Hall, Yonkers, N. Y., a certain bid, attached hereto and made a part hereof to enter into a Contract in writing for the construction of _____

located at _____.

NOW, THEREFORE,

- (A) If said bid shall be rejected or in the alternate
- (B) If said bid shall be accepted and the Principal shall furnish a bond for the faithful performance of said Contract by the Principal, and for the payment of said persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.
- (C) The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and said Surety's bond in no way shall be impaired or affected by any extension of

time within which the City may accept such bid; and said Surety does hereby waive notice of any such extension.

- (D) In the event that the Bid of the Principal shall be accepted and the Contract be awarded to him or her, the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the Performance and Payment Bonds in the form set forth in Contract Documents herein.

IN THE WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by the proper officers, the day and year first set forth above.

(SEAL)

Principal

Surety

(SEAL)

By:_____

(BID BOND – Bid # **ITB-5739**)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____)

CITY OF _____) ss:

On the _____, day of _____ in the year 20____ before me personally came _____ to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of _____, the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

(BID BOND – Bid # **ITB-5739**)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)

CITY OF _____) ss:

On the _____ day of _____ in the year 20____, before me personally came _____, to me known (or proved to me on the basis of satisfactory evidence), and known to me to be a member of firm _____; described in and who executed the foregoing instrument; and he/she duly acknowledged to me that he/she executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

(BID BOND – Bid # **ITB-5739**)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)

CITY OF _____) ss:

On the _____ day of _____ in the year 200____, before me personally came _____, to me known (or proved to me on the basis of satisfactory evidence) and known to me to be the person described in and who executed the foregoing instrument and he/she duly acknowledged that he/she executed the same.

Notary Public

(BID BOND – Bid # **ITB-5739**)

ATTORNEY IN FACT ACKNOWLEDGEMENT

STATE OF _____)

CITY OF _____) ss:

On the _____ day of _____ in the year of 200____, before me personally came _____ the attorney in fact of _____ the Company named in the foregoing contract, to me known to be the individual described in and who, as such attorney, executed the foregoing contract, and acknowledged that he/she executed the same as the Act and deed of the said party or parties; therein described as Consultant, and for the purpose therein mentioned, by virtue of a power of attorney duly executed and acknowledged by the said party or parties, bearing date the _____ day of _____ 200____; that said powers of attorney is still in full force.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF _____)

CITY _____) ss:

On this _____ day of _____ in the year 200____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of _____, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

NOTARY PUBLIC

PERFORMANCE BOND

City of Yonkers
Bureau of Purchasing

Yonkers City Hall
Yonkers, New York 10701

BID NO.: ITB-5739

KNOW ALL MEN BY THESE PRESENTS;

That _____
(Here insert the name and address or legal title of the contractor)

as Principal, (hereinafter called "Principal"), and _____

(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Yonkers, City Hall, Yonkers, New York 10701, as obligee, (hereinafter called the "City"), in the amount of

_____ Dollars

(\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has entered into a contract with the City for the construction of

_____ located at

_____ in accordance with drawings

and specifications which are made a part hereof and which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his/her or its representatives or assigns, shall well and faithfully perform the said contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default, then this obligation shall be void, otherwise the same to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the City, to fully perform and complete the work to be performed under the contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, the Principal fails or neglects to successfully perform and complete such work. The Surety further agrees to commence such work of completion within twenty (20) days after written notice thereof from the City and to complete such work within such time as the City may fix.

The Surety, for value received, for itself and its successors and assigns hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by any extension of time, modification, omission, addition, or change in or to the said contract or the work to be performed thereunder or by any payment thereunder before the time required therein, or by any waiver of any provisions, thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or by any moneys due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontract and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees subcontractors, and other transferee's shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which Final Payment is made under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

Signed as of this _____ day of _____ 20_____
IN THE PRESENCE OF:

(Principal)

(Signature)

(Title)

(Surety)

(Signature)

(Title)

(PERFORMANCE BOND – Bid # **ITB-5739**)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____)

CITY OF _____) ss:

On the ____ day of _____ in the year 20____, before me personally came _____ to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of _____, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

(PERFORMANCE BOND – Bid # **ITB-5739**)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)

CITY OF _____) ss:

On the ____ day of _____ in the year 200____, before me personally came _____, to me known and known (or proved to me on the basis of satisfactory evidence), to me to be a member of firm _____; described in and who executed the foregoing instrument; and he/she duly acknowledged to me that he/she executed the foregoing instrument; and that he/she duly acknowledged to me that he/she executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

(PERFORMANCE BOND – Bid # **ITB-5739**)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)

CITY OF _____) ss:

On the _____ day of _____ in the year 20____, before me personally came _____, to me known (or proved to me on the basis of satisfactory evidence) and known to me to be the person described in and who executed the foregoing instrument and he/she duly acknowledged that he/she executed the same.

Notary Public

(PERFORMANCE BOND – Bid # **ITB-5739**)

ATTORNEY IN FACT ACKNOWLEDGEMENT

STATE OF _____)

CITY OF _____) ss:

On this _____ day of _____ 20____, before me personally came
_____ the attorney in fact of
_____ the Company named in the foregoing contract, to me
known to be the individual described in and who, as such attorney, executed the foregoing contract, and
acknowledged that he/she executed the same as the Act and deed of the said party or parties; therein described as
Consultant, and for the purpose therein mentioned, by virtue of a power of attorney duly executed and acknowledged
by the said party or parties, bearing date the _____ day of _____ 20 ____; that said powers of
attorney is still in full force.

Notary Public

(PERFORMANCE BOND – Bid # **ITB-5739**)

ACKNOWLEDGEMENT OF SURETY

STATE OF _____)

CITY _____) ss:

On this _____ day of _____ in the year 20____, before me personally came
_____ to me known, who, being by me duly sworn, did depose and
say that he/she resides at _____, that he/she is the
_____ of _____
_____, the corporation described in and which executed the above instrument; and that he/she signed
his/her name thereto by order of the Board of Directors of said corporation.

NOTARY PUBLIC OR COMMISSIONER OF DEEDS

(PERFORMANCE BOND – Bid # **ITB-5739**)

LABOR AND MATERIAL PAYMENT BOND

City of Yonkers
Bureau of Purchasing

Yonkers City Hall
Yonkers, New York 10701

BID NO.: ITB-5739

KNOW ALL MEN BY THESE PRESENTS;

That _____
(Here insert the name and address of legal title of the Contractor)
as Principal, (hereinafter called "Principal"). and _____

(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Yonkers, Yonkers City Hall, Yonkers, New York 10701, as Obligees, (hereinafter called the City), in the amount of

_____ Dollars

(\$ _____)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written agreement dated _____ entered into a contract with the City for the construction of _____

Located at _____ in accordance with drawings and specifications which are made a part hereof and which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise such obligation shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due

claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: 1) the Principal, 2) the City, 3) the Surety named above, within one hundred-twenty (120) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be serviced by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, the City or Surety, at any place where an office is regularly maintained by said Principal, the City or Surety for the transaction of business, or serviced in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.
- (b) After the expiration of two (2) years following the date on which Principal ceased work of said Contract, however, if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to the equal to the minimum period of limitation permitted by such law.
- (c) Other than in State court competent jurisdiction in and for the country or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed as of this _____ day of _____ 20_____

IN THE PRESENCE OF; _____
(Principal)

(Signature)

(Title)

(Surety)

(Signature)

(Title)

(LABOR & MATERIAL PAYMENT BOND – Bid # **ITB-5739**)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____)

CITY OF _____) ss:

On the ____ day of _____ in the year 20____, before me personally came _____ to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of _____, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

(LABOR AND MATERIAL PAYMENT BOND – Bid # **ITB-5739**)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)

CITY OF _____) ss:

On the ____ day of _____ in the year 20____, before me personally came _____, to me known and known (or proved to me on the basis of satisfactory evidence), to me to be a member of firm _____; described in and who executed the foregoing instrument; and he/she duly acknowledged to me that he/she executed the foregoing instrument; and that he/she duly acknowledged to me that he/she executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

(LABOR AND MATERIAL PAYMENT BOND – Bid # **ITB-5739**)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)

CITY OF _____) ss:

On the _____ day of _____ in the year 20____, before me personally came _____, to me known (or proved to me on the basis of satisfactory evidence) and known to me to be the person described in and who executed the foregoing instrument and he/she duly acknowledged that he/she executed the same.

Notary Public

(LABOR AND MATERIAL PAYMENT BOND – Bid # **ITB-5739**)

ATTORNEY IN FACT ACKNOWLEDGEMENT

STATE OF _____)

CITY OF _____) ss:

On this _____ day of _____ 20____, before me personally came _____ the attorney in fact of _____ the Company named in the foregoing contract, to me known to be the individual described in and who, as such attorney, executed the foregoing contract, and acknowledged that he/she executed the same as the Act and deed of the said party or parties; therein described as Consultant, and for the purpose therein mentioned, by virtue of a power of attorney duly executed and acknowledged by the said party or parties, bearing date the _____ day of _____ 20____; that said powers of attorney is still in full force.

Notary Public

(LABOR AND MATERIAL PAYMENT BOND – Bid # **ITB-5739**)

ACKNOWLEDGEMENT OF SURETY

STATE OF _____)

CITY _____) ss:

On this _____ day of _____ in the year 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of _____, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

NOTARY PUBLIC OR COMMISSIONER
OF DEEDS

(LABOR AND MATERIAL PAYMENT BOND – Bid # **ITB-5739**)

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City Hall – Suite 102
40 South Broadway
Yonkers, New York 10701
(914) 377-6035
Fax: (914) 377-6032
thomas.collich@yonkersny.gov

CITY OF YONKERS
Purchasing

Mike Spano, Mayor
Tom Collich, Director

VENDOR BACKGROUND QUESTIONNAIRE

BID NUMBER ITB-5739

OPENING DATE 2/6/2013

This questionnaire has been developed to collect information from vendors/contractors wishing to do business with the City of Yonkers.

Please complete the questionnaire carefully, answering all questions accurately. Answers **must be typewritten or printed in black or blue ink**. If you need more space to answer a question, **type or print the answer on company letterhead** and attach it to the questionnaire. **ANSWER ALL QUESTIONS - DO NOT LEAVE BLANKS**. Failure to submit a complete and accurate questionnaire may result in your bid or proposal being rejected as non-responsive and, therefore, ineligible for award.

GENERAL INFORMATION Initial Application: YES ☐ NO ☐ Revision: YES ☐ NO ☐

1. Submitting Business Name _____
EIN/SSN _____
Dun & Bradstreet # _____
“Doing Business As” Name(s), if any _____
Business Address and date business _____
located at this address _____
Other business addresses, if any (satellite _____
offices, plants, warehouses, branch offices _____
headquarters, etc.) _____
Mailing address, if different from above _____

Telephone Number _____
Fax Number _____
E-Mail _____
Contact Person and Title _____
2. Does this business now, or has it in the past 10 years, used an EIN, SSN, Name, Trade Name or abbreviation other than those given in the above question? YES ☐ NO ☐ If YES, please provide details and explain: _____

3. Has this business changed address(es) in the past five years? YES ☐ NO ☐. If YES, please provide all complete former addresses:
- _____
- _____
4. a. Date business was formed _____
b. Date business was incorporated _____
5. **Type of Organization (Please circle one)**
a. Business Corporation
State/County in which incorporated _____
Name of individuals/entities incorporating business _____
b. Sole Proprietorship
c. General Partnership/ Limited Partnership
State or County where partnership certificate/agreement is filed _____
d. Joint Venture
e. Non Profit
f. Not for Profit
g. Other (Explain) _____
6. **Type of Business (Please circle one)**
a. Manufacturing
b. Distribution
c. Retail
d. Commercial Service
e. Professional Service, Non Construction, Non-Law
f. Bank
g. Construction Manager
h. Architect
i. Engineer
j. General Contractor
k. Consultant (Specify) _____
l. Laboratory Testing and Analysis
m. Law Firm
n. Other (Explain) _____
7. Has this business been certified by a government entity (SBA, NYC, etc.) as a Minority Business, Women-Owned Business, Disadvantaged Business or Small Business Enterprise? YES ☐, NO ☐.
If YES, please explain. _____
- _____
- a. Do you perform outreach to any of these Enterprises to perform subcontracting work?
YES ☐, NO ☐
- b. Will you use one of these Enterprises as a subcontractor on work performed for the City of Yonkers? YES ☐, NO ☐ If YES, explain. _____
- _____
- _____
- _____

BUSINESS HISTORY

8. Was this business purchased as an existing business by its present owners? YES ☐, NO ☐
If YES, please provide date of purchase and name(s) of previous owner(s).

9. Does this business own ☐, rent ☐, or lease ☐ its office facilities? **(Please check one)**
If leased or rented, please provide name, address, and telephone number of building owner/
landlord. _____

10. Does this business share office space, staff, equipment, or expenses with any other business or not-
for-profit organization? YES ☐, NO ☐ If YES, please provide the name and address of the other
entity and nature of relationship to this business. _____
11. Will this business use or occupy any real property, other than the addresses listed in response to
Question 1., to carry out the terms of any contract you may receive from the City of Yonkers? YES
☐, NO ☐. If YES, please provide details and explain.

BUSINESS PRINCIPALS

12. For all proprietors, partners, directors, officers, shareholders of 5% or more of the businesses' issued
stock, any manager or individual who takes part in overall policy making or financial decisions for the
business, and any person in a position to control or direct the businesses' overall operations, please
provide name, home address, date of birth, social security number, title, percentage of ownership, and
business telephone number.

13. Number of Employees _____
14. Is this business now or has it been in the last five years a subsidiary of another business? YES ☐, NO
☐. In this period, has another business been a partner in this business, or has another business been
affiliated with this business through common ownership, management or agreement, or has another
business owned 5% or more of this business? YES ☐, NO ☐. If YES, please provide details and
explain. _____

15. Has this business or any other business listed in response to question 14 pledged or hypothecated 5% or
more of its stock to another business or to an individual to guarantee payment for a debt or obligation?
YES ☐, NO ☐. If YES, please provide details and explain.

16. Is this business or any business listed in response to question 14 now or has it been in the last five years:
- a. The owner of 5% or more or in control of another business, an affiliate or a subsidiary? YES ☐, NO ☐
 - b. A vendor of or contractor to the City of Yonkers? YES ☐, NO ☐
 - c. A subcontractor on any contract with the City of Yonkers? YES ☐, NO ☐.
- If YES to any above, please provide details and explain. _____

17. Are any of the persons listed in answer to question 12 now or have been in the past, elected or appointed officials or officers or employees of the City of Yonkers? YES ☐, NO ☐
- If YES, please provide details and explain. _____
-

18. Has this business or any business listed in response to question 14 at present or has it ever been:
- a. Debarred by any agency* from entering contracts? YES ☐, NO ☐.
 - b. Found not responsible by any government agency? YES ☐, NO ☐.
 - c. Declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? YES ☐, NO ☐.
 - d. Suspended by any government agency from entering any contract with it? YES ☐, NO ☐.
 - e. Party to any action pending that could formally debar or otherwise effect this business' ability to bid or propose on contracts? YES ☐, NO ☐.
 - f. A respondent before the Grand Jury or any Federal, State or City Board? YES ☐, NO ☐
 - g. Unable to execute a contract with a government agency because it could not provide the required security or obtain a surety bond? YES ☐, NO ☐.
 - h. Required to pay liquidated damages on a contract? YES ☐, NO ☐.
 - i. In default on any obligation to, or subject to any unsatisfied judgment or lien obtained by a government agency, including judgments based on taxes owed? YES ☐, NO ☐.
 - j. Filed a bankruptcy petition or been subject to any involuntary bankruptcy proceedings? YES ☐, NO ☐.
 - k. Subject of termination for cause or revocation of permits, licenses, concessions, franchises, or leases? YES ☐, NO ☐.
 - l. Subject of a criminal investigation** or civil anti-trust investigation by any Federal, State or Local prosecutorial or investigative agency? YES ☐, NO ☐.
 - m. Subject of an investigation by any government agency, including regulatory agencies (Security Exchange Commissions, Federal Communications Commission, Department of Consumer Affairs, etc.) YES ☐, NO ☐.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 18, please provide details including dates, agency/entity names, and disposition _____

* Government agency includes City, State and Federal Public Agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.

** An investigation includes an appearance before a grand jury by a person or representatives of a business entity, any oral or written inquiry or review of documents by a public agency, temporary commission or other investigative body, or questioning concerning the general operation or a specific project or activities of business entity or the activities of a person.

19. In the last five years, have any of the persons listed in response to question 12:
- a). Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☐.

- b). Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument? YES ☐, NO ☐.
- c). Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☐.
- d). Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☐.
- e). Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☐.
- f). Entered a consent decree? YES ☐, NO ☐.
- g). Been granted immunity from prosecution for any business-related conduct constituting a crime under State or Federal Law? YES ☐, NO ☐.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 19, please provide details including dates, agency/entity names, and disposition _____

20. Has any person listed in response to question 12 been employed by or affiliated with any person or business that has:
- a. Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☐.
 - b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument YES ☐, NO ☐.
 - c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☐.
 - d. Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☐.
 - e. Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☐.
 - f. Entered a consent decree? YES ☐, NO ☐.
 - g. Been granted immunity from prosecution for any business – related conduct constituting a crime under State or Federal Law? YES ☐, NO ☐.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 20, please provide details including dates, agency/entity names, and disposition _____

21. Has this or any business listed in response to question 14 or any person listed in response to question 12 failed to pay any applicable Federal, State or Local government taxes for the past five years? YES ☐, NO ☐. If YES, explain _____

22. In the past five years, has this or any business listed in response to question 14 or any person listed in response to question 12 committed any act of collusion, bid rigging or price fixing in submitting a competitive bid? YES ☐, NO ☐.

If YES, explain _____

23. Licensing: List jurisdiction and trade categories in which your organization is legally qualified to do business (if applicable), and attach legible copies of registrations and/or licenses.

Jurisdiction

Trade Category

CERTIFICATION

A materially false statement willfully or fraudulently made in connection with this questionnaire is sufficient cause for rendering the business entity not responsible with respect to the present bid or proposal and future bids or proposals, and in addition, may subject the person and/or entity making the false statement to criminal charges, including but not limited to New York State Penal Law sections 175.35 (Offering a false statement for filing) and 210.40 (Sworn false statement) and/or Title 18 U.S.C. sections 1001 (False or fraudulent statement) and 1341 (Mail fraud).

I, _____, being duly sworn, state that I am the
Print or Type Name of Bidder/Proposer Authorized Representative

_____ of _____, and Print or
Type Title of Bidder/Proposer Authorized Representative Print or Type Name of Entity Submitting
Bid/Proposal

I have read and understand the questions contained in the attached questionnaire and its appendices. I certify that to the best of my knowledge the information given in response to each question and appendices is full, complete, and truthful.

I will notify the City of Yonkers in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of any contract with the City.

I acknowledge that the City of Yonkers may, by means it deems appropriate, determine the accuracy and truth of the statements made in this questionnaire.

I recognize that all information submitted is for the express purpose of inducing the City to enter a contract with the submitting business entity.

I authorize the City to contact any entity or person named in this questionnaire, for purposes of verifying the information submitted.

Signature of Bidder/Proposer Authorized Representative

STATE OF _____)
 _____) SS:
 COUNTY OF _____)

On the _____ day of _____, in the year _____, before me personally came _____, to me known and known to me to be the person

 Print or Type Name of Bidder/Proposer Authorized Representative

described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

Notary Public

Place Notary Public Stamp Here:

SCHEDULE “A” to the GENERAL AGREEMENT

Bid No.: **ITB-5739**

Contract No. _____

Description: **City-wide Tree Removal Services**

<u>Reference</u>	<u>Item</u>	<u>Requirement</u>
Information for Bidders Section VIII	Bid Security	<u>5</u> % of Bid Amount
Information for Bidders Section: VIII	Performance/ Payment Security	<u>100</u> % of Contract Amount
Agreement Article 11	Time of Completion	Total Consecutive Calendar Days <u>90</u>
Agreement Article 11	Liquidated Damages	For Each Consecutive Calendar Day Over Completion Time <u>\$TBD</u>
Agreement Article 15	Subcontracts	Not to Exceed 49% of the Contract
Agreement Article 17	Insurance	See below
Agreement Article 18	Maintenance Deposit	(a) 1% of Contract Amount (b) Other _____

Where indicated by an (x), Insurance in the amounts specified below are required under this Contract.

(x)	Worker's Compensation	Statutory
(x)	Employer's Liability	\$1,000,000 each Accident

(x) Commercial General Liability – Combined Single Limit-Bodily Injury and Property Damage:

\$1,000,000 per occurrence

\$1,000,000 Products/Completed Operations Aggregate

\$3,000,000 General Aggregate

\$25,000 Maximum Deductible

(x) Automobile Liability – Combined Single Limit – Bodily Injury and Property Damage:

\$1,000,000 per person each occurrence for Bodily Injury

\$100,000 per occurrence Property Damage

The following coverage must be provided:

(x) Comprehensive (x) Owned (x) Hired (x) Non-Owned

In addition, if indicated by an (x), the following hazards must be covered:

() Excess Insurance _____

() Other _____

(x) Additional Named Insured:

City of Yonkers

() Other _____

CONTRACTORS INSURANCE REQUIREMENTS – YONKERS

GENERAL PROVISIONS

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The City Engineer, Certificates of Insurance evidencing compliance with all requirements contained in this Contract. Such Certificates shall be of form and substance acceptable to The City.

Acceptance and/or approval by the City, its agents or employees, does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor, shall be maintained by the insurance carriers licensed and admitted to do business in New York State, and acceptable to the City; shall be primary and non-contributing to any insurance or self insurance maintained by the City; shall be endorsed to provide written notice be given to the City, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidence by return of receipt of United States Certified Mail and shall name the Contractor and identify the contract number, shall be sent to the City Engineer and shall name The City of Yonkers, its officers, agents and employees as additional insureds thereunder (General Liability Additional Insured Endorsement shall be on form number CG 20 10 11 85.)

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by the City. Such approval shall not be unreasonably withheld. The City reserves the right to withhold portion of payment until the deductible is satisfied.

Each insurance carrier must be rated at least “A” in the most recently published Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A” the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the City and rated at least “A” in the most recently published Best’s Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the City updated replacement Certificates of Insurance and amendatory endorsements.

If at any time, a non-admitted carrier that has to be used becomes financially unsatisfactory to the City, immediate replacement will be required. Failure to do so may void the contract.

A. WORKER’S COMPENSATION INSURANCE

Before performing any work on the Contract, the Contractor shall procure Worker’s Compensation Insurance and Disability Benefits in accord with the Laws of the State of New York on behalf of all employees who are to provide labor or service under this contract. Two (2) certificates of such insurance shall be furnished to the City Engineer.

B. EMPLOYER’S LIABILITY INSURANCE

Before performing any work on the Contract, the Contractor shall procure Employer’s Liability Insurance affording compensation for all employees providing labor or services for whom worker’s compensation coverage is not a statutory requirement. Two (2) certificates of such insurance shall be furnished to the City Engineer.

C. COMMERCIAL GENERAL LIABILITY

Before commencing work at the site, the Contractor shall procure a commercial general liability insurance policy (issued by a New York admitted carrier) with a limit of not less than \$1,000,000 each occurrence. This insurance policy must be maintained during the life of the contract and shall protect the City, the Contractor and its subcontractors performing work at the site from claims for property damage and/or bodily injury which may arise from operations under this contract, whether such operations are performed by it or anyone directly or indirectly employed by it.

Two (2) certificates of insurance shall be furnished to the Engineer in a manner acceptable to the City, together with copies of all endorsements as required by this Contract. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 0001 or a substitute form providing equivalent coverages and shall cover liability arising from:

- (1) Premises – Operations
- (2) Independent Contractors and Subcontractors
- (3) Products and Completed Operations
- (4) Broad Form Property Damages
- (5) Personal and Advertising Injury

Additional coverages and limits may be required based upon the particular services contracted.

- (i) All contracts involving explosives, demolition and underground work shall provide the above coverage with elimination of the XCU exclusion.
- (ii) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all Contractors work.
- (iii) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner for all Contractor's work.

D. GENERAL LIABILITY AND AUTOMOBILE ENDORSEMENTS AND EXCLUSIONS

1. The following endorsements are required to be made on all policies:
 - (a) Notice shall be addressed to the City Engineer, Yonkers City Hall, 3rd Floor, Yonkers, New York, 10701.
 - (b) Notice of Cancellation of Policy. The policy shall not be canceled, terminated, modified, or changed by the Company unless thirty (30) days prior written notice is sent to the City Engineer.
 - (c) Insurers shall have no right of recovery or subrogation against the City (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so effected shall protect both parties and may be primary coverage for any and all losses covered by the above described insurance.
2. In addition to the additional insureds set forth herein, the following shall also be added as additional insureds:
3. The policy shall contain no exclusions or endorsements, which are not acceptable to the City and shall be of a form and by an insurance company acceptable to the City.

E. CONSTRUCTION INSURANCE

1. For the construction, renovation or repair of bridges, viaducts or similar structures, the Contractor at his own cost and expense shall provide and maintain a "Bridge Builder's Risk Form, All Risk Insurance Contract," with flat premium endorsement, until the construction contract is accepted by the City's Board of Contract and Supply. The coverage shall be written for 100% of the completed value, covering the City of Yonkers as the insured, with a deductible of not more than \$100, as recommended by the New York State Department of Insurance. The Contractor shall provide the original and duplicate policy to the City (unless the City shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).
2. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Causes of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents or employees, staging towers and forms, and property of the City held in their care, custody and/or control.
3. During the performance of the Construction Work, Restoration or Alteration, builder's risk completed value form covering the perils insured under the ISO special cases of loss form, including collapse, water damage, and transit and theft of building materials, with the deductible reasonable approved by the Senate, in non reporting form, covering the

total value of work performed and equipment, supplies and materials at any off-site storage location used with respect to the Project.

4. If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with the limits of not less than \$1,000,000, providing coverage for bodily injury and property damage, including loss of use of damage property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against The City arising from Contractors work.
 - a. If the coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage be maintained, or an extended discovery period exercised, for a period of not less than 2 years from the time of work under this contract is completed.
 - b. If the Contract includes disposal of materials from the job site, the Contractor must furnish to The City, evidence of pollution legal liability insurance in the amount of \$1,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.
5. The Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$1,00,000 per loss.
 - a. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring or laboratory analyses.
 - b. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract, and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
6. If autos are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

The Contractor shall require that any subcontractor hired, carry insurance with the same limits and provisions provided herein.

F. OTHER PROVISIONS

1. The Contractor is required to obtain and to maintain bonds and insurance outlined herein.
2. The bonds and insurance required for this contract must be on forms acceptable to the City and offered by insurers and sureties acceptable to the City. The insurance and bonds for all New York contractors must be issued by New York authorized carriers and must comply with all requirements of New York Law and Regulation, and in the case of bonds, be in the exact form as provided in the bid and contract documents.
3. The City, may at its discretion, and if approved by the City of Yonkers Law Department, accept letters of credit or custodial accounts in lieu of bonds and insurance requirements.
4. If at any time any of the foregoing bonds and policies shall be or become unsatisfactory to the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, and submit the same to the City Engineer. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the City may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.
5. The Contractor shall be solely responsible for payment of all premiums for bonds and insurance contributing to satisfaction of the requirements herein, and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City of Yonkers is named as additional insured.
6. The City reserves the right to increase or decrease the required insurance during the Contract.

CITY OF YONKERS

GENERAL AGREEMENT

This GENERAL AGREEMENT (the “General Agreement”) is made and entered into this ____ day of ____ in 20____ by and between the City of Yonkers (“City”) and ____ (the “Contractor”), located at ____, in consideration of the mutual agreements contained herein

ARTICLE 1. THE CONTRACT

A. Except for titles, subtitles, headings, running headlines, tables of contents, and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract:

- 1) The Advertisement;
- 2) The Information For Bidders;
- 3) The Bid and Bidder’s Affidavit;
- 4) The General Agreement;
- 5) Schedule “A” to the General Agreement;
- 6) The Specifications;
- 7) The Contract Drawings;
- 8) All Addenda issued by the City;
- 9) All provisions required by law to be inserted in this contract, whether actually inserted or not;
- 10) The Notice of Award;
- 11) Performance and Payment Bonds and Insurance Policies and Certificates; and,
- 12) Notice to Proceed.

ARTICLE 2. DEFINITIONS

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context: (* The use of any third person pronoun is not meant to be gender indicative.)

“**ADDENDUM**” or “**ADDENDA**” shall mean the additional Contract provisions issued in writing by the City prior to the receipt of bids.

“**BOARD OF CONTRACT and SUPPLY**” shall have the meaning set forth in Article 4 below.

“**CITY**” shall mean the City of Yonkers.

“**CONTRACT**” or “**CONTRACT DOCUMENTS**” shall mean each of the various parts of the Contract referred to in Article 1 hereof, both as a whole and severally.

“**CONTRACTOR**” shall mean the party defined in the preamble hereto, whether corporation, firm or individual, or any combination thereof, and its, their or his* successors, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be substituted in its place under this Contract.

“**CONTRACT DRAWINGS**” shall mean only those drawings specifically entitled as such and listed in the specifications or in any addendum, or any detailed drawings furnished by the Engineer, pertaining or supplemental thereto.

“**CONTRACT WORK**” shall mean everything required to be furnished and done by the Contractor by any of the parts of the Contract referred to in Article 1 hereof, except Extra Work as herein defined; it being understood that in case of any inconsistency in or between any part or parts of this Contract, the Engineer shall determine what shall prevail.

“**ENGINEER**” shall have the meaning set forth in Article 3 below.

“**EXTRA WORK**” shall mean work needed to complete the project that was not required by the Contract at time of its execution.

“**FINAL ACCEPTANCE**” shall mean acceptance by the City of the Work as evidenced by written approval of the Engineer.

“**LAW**” or “**LAWS**” shall mean the Constitutions of the United States and the State of New York, the Yonkers City Charter and Code, a statute of the United States or the State of New York, a local law of the City of Yonkers, and any ordinance, rule, regulation or judicial decision having the force of law.

“**MATERIALMAN**” shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor, or any Subcontractor to fabricate or deliver or who actually fabricates or delivers plant, materials or equipment to be incorporated in the work.

“MEANS AND METHODS OF CONSTRUCTION” shall mean the labor, materials in temporary structures, tools, plant and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

“MATERIAL IN SHORT OR CRITICAL SUPPLY” shall mean material, as determined by the City upon written application by the Contractor pursuant to the terms of the Contract, which is not generally available in a timely manner to permit completion of the work.

“MATERIAL SPECIFICALLY FABRICATED” shall mean material, as determined by the City upon written application by the Contractor pursuant to the terms of the Contract, which is not generally available as a standard item(s) without special fabrication.

“OTHER CONTRACTORS” shall mean any Contractor (other than the “Contractor” as defined herein or his Subcontractors) who has a contract with the City for work on or adjacent to the building or site of the work.

“PROJECT” shall mean the public improvement to which this Contract relates.

“REQUIRED QUANTITY” in a unit price Contract shall mean the actual quantity of any item of work or materials which is required in order to comply with the Contract.

“SITE” shall mean the area upon or in which the Contractor’s operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

“SPECIFICATIONS” shall mean all of the directions, requirements and standards of performance applying to the work needed to complete the Project.

“SUBCONTRACTOR” shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or his Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site.

“THE WORK” shall mean everything required to be furnished and done by the Contractor under the Contract and shall include both Contract Work and Extra Work.

ARTICLE 3. POWERS OF THE CITY ENGINEER

- A. The City Engineer (hereinafter “Engineer”) or his designee shall be the representative of the City at the site and shall have the power, in the first instance, to inspect the performance of the work. The Engineer shall give all orders and directions contemplated under the Contract relative to the execution of the work. The Engineer shall have the power to supervise and control the performance of the work as contemplated under the Contract.
- B. The Engineer, in addition to those matters elsewhere herein delegated to the Engineer and expressly made subject to his determination, direction or approval, shall have the power:
 - 1) To determine the amount, kind, quality, and location of the work to be paid for hereunder;
 - 2) To determine all questions in relation to the work, to interpret the Contract Drawings, Specifications and Addenda, and to resolve all inconsistencies or ambiguities therein;
 - 3) To determine how the work of this Contract shall be coordinated with work of other contractors engaged simultaneously on this project, including the power to suspend any part of the work, but not the whole thereof;
 - 4) To make changes in the work as the Engineer deems necessary, including the issuing of change orders for extra work, as designated in writing by the City through the Board of Contract and Supply;
 - 5) To omit Contract work whenever it deems it in the interest of the City to do so provided, however, such omitted work shall not be performed by another contractor during the life of this Contract;
 - 6) To amplify the Contract Drawings, add explanatory information and furnish additional specifications and drawings consistent with the intent of these Contract Documents;
- C. The foregoing enumeration shall not imply any limitation upon the power of the Engineer, for it is the intent of this Contract that all of the work shall generally be subject to his determination, direction and approval, except where the determination, direction or approval of someone other than the Engineer is expressly called for herein.

ARTICLE 4. POWERS OF THE CITY BOARD OF CONTRACT AND SUPPLY (“BOCS”)

The Board of Contract and Supply of the City of Yonkers shall have the powers set forth in the City Code and as set forth herein. The Board of Contract and Supply in addition to those matters elsewhere herein expressly made subject to its determination, direction or approval, shall have the power:

- A. To approve the performance of change orders for extra work;
- B. To approve the use of all Subcontractors proposed by the Contractor;
- C. To hold the Contractor in default and/or to terminate the Contract; and,
- D. To approve the assignment of the Contract.

ARTICLE 5. WORKMANSHIP AND MATERIALS

- A. The Contractor shall, in a good workmanlike manner, perform all the work required by the Contract within the time specified in the Contract to the satisfaction of the City.
- B. The Contractor shall provide, erect, maintain, and remove such construction, plant and temporary work as may be required. The Contractor shall be responsible for the safety, efficiency, and adequacy of the Contractor's plant, appliances and methods, and for damage which may result from failure or improper construction, maintenance or operation of said plant, appliances and methods.
- C. Contractor's Title to Materials
 - 1) No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has full, good and clear title to all materials and supplies used by the Contractor in the work, or resold to the City pursuant to the Contract free from all liens, claims or encumbrances.
 - 2) All materials, equipment and articles which become the property of the City shall be new unless specifically stated otherwise.
- D. "Or Equal" Clause
 - 1) Whenever a material, article or piece of equipment is identified on the plans or in the specification by reference to manufacturers' or vendors' names, trade names, catalogue number, or make, said identification is intended to establish a standard. Any materials, articles or equipment of other manufacturers and vendors which performs the same duties imposed by the general design may be considered equally acceptable provided that, in the opinion of the City, the material, article or equipment so proposed is of equal quality, substance and function and the Contractor shall not provide, or install any such proposed material, article or equipment without the prior written approval of the City.
 - 2) Where the City, pursuant to the provisions of this Article, approves a product proposed by the Contractor and the proposed product requires a revision or redesign of any part of the work, all such revisions and redesigns and all new drawings, and details required therefore shall be provided by the Contractor and shall be approved by the City. Where the City, pursuant to the provisions of this Article, approves a product proposed by the Contractor and the proposed product results in additional work or added costs, the Contractor proposing the product is solely responsible for such costs and added work.
- E. Quality, Quantity and Labeling
 - 1) The Contractor shall furnish materials and equipment of the quality and quantity specified in the Contract.
 - 2) When materials are specified to conform to any standard, the materials delivered to the Site shall bear manufacturer's labels stating that the materials meet such standards.
 - 3) The above requirements shall not restrict or affect the City's right to test materials as provided in the Contract.
- F. Payment for Concrete of Deficient Strength
 - 1) The Contractor recognizes the fact that the concrete mix specified was selected to yield concrete of desired strength and durability and the Contractor agrees that should he fail to supply concrete of the specified strength in the construction, that the deficiency in strength will result in construction of which the durability and useful life are impaired, and he further agrees that the City will suffer damages due to such impairment of durability and curtailment of useful life. Since the City will suffer by reason of such loss of durability and useful life, it is further agreed that the City will deduct and retain out of such moneys as may become due hereunder the amount determined in the manner as hereinafter set forth.
 - 2) The Contractor agrees that the strength of the concrete shall be determined by test cylinders made and tested in accordance with the specifications and he further agrees that said cylinders so made and tested give a reasonably satisfactory index of the strength of the concrete as incorporated in the construction. Such tests are to be paid for by the Contractor.
 - 3) The Contractor hereby agrees that the concrete mix proportions indicated in the specifications are for the Contractor's guidance only and they represent proportions which, in the experience of the City and other responsible public agencies, have given the strengths specified, using locally available sands and coarse aggregates and commercially available cements.
 - 4) Before the Contractor begins to manufacture concrete, he shall secure the Engineer's approval of the formula he proposes to use, and he shall certify such formula to the Engineer as yielding concrete of the desired strength, density and workability, but in no case shall the cement be less, nor the water/cement ratio more than that specified.
 - 5) He shall submit for this purpose a statement in writing of the sources of all ingredient materials, the type and brand of the cement, and the number of pounds of each of the materials in a saturated surface dry condition, making up one (1) cubic yard of concrete. The range of water/cement ratios within which the concrete will be manufactured and the method of mixing to be employed shall also be stated.
 - 6) The formula as finally approved shall not be changed without the written permission of the Engineer.

ARTICLE 6. CONTRACTORS

A. Superintendence by Contractor

- 1) The Contractor shall employ a full-time competent construction superintendent and necessary staff; the construction superintendent shall devote full time to the work and shall have full authority to act for the Contractor at all times.
- 2) If at any time the superintendent is not satisfactory to the City, the Contractor shall, if requested in writing by the City, replace said superintendent with another superintendent satisfactory to the City.

B. Subsurface or Site Conditions Found Different

- 1) The Contractor acknowledges that the Contract consideration includes such provisions which the Contractor deems proper for all subsurface or site conditions the Contractor could reasonably anticipate encountering as indicated in the Contract, or borings, reports, rock cores foundation investigation reports, topographical maps or other information available to the Contractor or from the Contractor's inspection and examination of the site prior to submission of bids.
- 2) Should the Contractor encounter subsurface or site conditions at the site materially differing from those shown on or described in or indicated in the Contract, the Contractor shall immediately give notice to the Engineer of the differing conditions and shall not disturb the differing conditions until directed to do so by the City.

C. Verifying Dimensions

- 1) The Contractor shall take all measurements at the site and shall verify all dimensions at the site before proceeding with the work. If said dimensions are found to be in conflict with the Contract, the Contractor immediately shall give notice to the City. The Contractor shall comply with any revised Contract Documents.
- 2) During the progress of work, the Contractor shall verify all field measurements prior to fabrication of building components or equipment, and proceed with the fabrication to meet field conditions.
- 3) The Contractor shall consult all Contract Documents to determine exact location of all work and verify spatial relationships of all work. Any question concerning location or spatial relationships may be submitted to the Engineer in a manner approved by the Engineer.
- 4) Special locations for equipment, pipelines, ductwork and other such items of work, where not dimensioned on plans, shall be determined in consultation with the Engineer.
- 5) The Contractor shall be responsible for the proper fitting of the Work in place.

D. Meetings

The Contractor shall attend all scheduled progress meetings and any other special meetings as directed by the Engineer at no additional cost to the City.

E. Related Work

The Contractor shall examine the Contract for related work to ascertain the relationship of said work to the Work under the Contract.

F. Surveys and Layout

Unless otherwise expressly provided in the Contract, the City shall furnish the Contractor all surveys of the property necessary for the work. The Contractor shall be responsible for the layout of the work.

G. Errors, Ambiguities or Discrepancies

The Contractor shall examine the Contract thoroughly before commencing the work and promptly report any errors, ambiguities or discrepancies to the City. Failure of the Contractor to do so shall result in a waiver of any claim by the Contractor based on such errors, ambiguities or discrepancies.

ARTICLE 7. INSPECTION AND ACCEPTANCE

A. Access to Work

The City shall at all times have access to the work and the Contractor shall maintain such access during the work on the project.

B. Notice for Testing

If the Contract Documents, the City's instructions, laws, rules, ordinances, or regulations, require that any work be inspected or tested, the Contractor shall give the City timely notice of readiness of the work for inspection or testing and the date fixed for said inspections or testing.

C. Reexamination of Work

Reexamination of any part of the work may be ordered by the City, and if so ordered the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract, the City shall pay the cost of reexamination and if such work is not found to be in accordance with the Contract, the Contractor shall pay or be back-charged for the cost of reexamination and replacement.

D. Inspection of Work

- 1) All work, all materials whether or not incorporated in the work, all processes of manufacture, and all methods of construction shall be, at all times and places, subject to the inspection of the City, and the City shall judge the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which such work, materials, processes of manufacture and methods of construction are used. The City may direct that any work not approved by the City shall, at no cost to the City, be immediately removed, reconstructed, made good, replaced or corrected by the Contractor to the satisfaction of the City. This corrective work shall include all work of any third party destroyed or damaged by such removal or replacement. Rejected material shall be removed immediately from the site at no extra cost to the City. Acceptance of material and workmanship by the City shall not relieve the Contractor from the Contractor's obligation to replace all work which is not in full compliance with the Contract. The Contractor is to provide any assistance necessary, such as the erection of ladders or platforms, for the Engineer to conduct inspections of the work.
- 2) If after inspection the City determines that it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work, injured or not performed in accordance with the Contract, the compensation to be paid to the Contractor shall be reduced by an amount which, the City deems equitable.

E. Testing

All materials and equipment used in the work shall be subject to inspection and testing in accordance with accepted standards to establish conformance with specifications and suitability for uses intended, unless otherwise specified in the Contract. If any work shall be covered or concealed without the approval or consent of the City, that work shall, if directed by the City, be uncovered for examination. Any inspection by the City or by a testing laboratory on behalf of the City does not relieve the Contractor of the responsibility to maintain quality control of materials, equipment and installation to conform to the requirements of the Contract. If any test results are below accepted standards, the City may order additional testing. The cost of said additional testing, any additional professional services required, and any other expenses incurred by the City as a result of such additional testing, shall be paid by the Contractor.

F. Acceptance

No previous inspection shall relieve the Contractor of the obligation to perform the work in accordance with the Contract. No payment, either partial or full, by the City to the Contractor shall excuse any failure by the Contractor to comply fully with the Contract. The Contractor shall remedy all defects, and shall incur the cost of any damage to other work resulting there from.

G. Manufacturer's Guarantee

The Contractor shall secure from the manufacturers of all equipment and materials required under the Contract such manufacturer's standard warranties and guarantees (or such other warranties and guarantees as the specifications may require) in the name of the City of Yonkers and shall deliver the same to the City Engineer.

ARTICLE 8. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; INDEMNIFICATION

- A. During performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury; and, in the event of such damage, loss or injury he shall promptly replace or repair such work, whichever the City shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the City's approval of or failure to prohibit means and methods of construction used by the Contractor.
- B. During performance and up to the date of final acceptance, the Contractor must take all reasonable precautions to protect the persons and property of the City and of others from damage, loss or injury resulting from contractor's or subcontractor's performance under this Contract, except such property as the owners thereof may themselves be under legal duty to protect. The Contractor's obligation to protect shall include the duty to provide, place and adequately maintain at or about the site suitable and sufficient guards, lights, barricades and enclosures.
- C. Within three (3) days after notice to it of the happening of any such loss, damage or injury to work, persons or property, or accidents, the Contractor shall make a full and complete report thereof, in writing to the City. The Contractor shall notify the City, in writing, of any loss, damage or injury to work, persons of property, or any accidents on the site within twenty-four (24) hours of the occurrence.
- D. If the persons or property of the City or of others sustain loss, damage or injury resulting from the Contractor's, or its Subcontractor's performance of this Contract, or from its or their failure to comply with any of the provisions of this Contract or of law or out of its or their negligent acts or omissions, the Contractor shall defend and indemnify and hold the City, its officers, employees and agents, harmless from any and all claims and judgments for loss, damages or injuries and from costs and expenses include attorneys fees to which the City may be subjected or which may suffer or incur by reason thereof.
- E. The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor, or the City.

- F. The Contractor shall protect all adjoining property and shall repair or replace any property damaged or destroyed during the progress of the Work at no cost to the City.
- G. Construction Site Emergency
- A construction site emergency is defined as an unforeseen condition or event requiring prompt action by the Contractor. Construction site emergencies include, but are not limited to, construction related accidents; uncontrolled release of asbestos, lead dust or other hazardous materials; natural disasters; automobile accidents; floods and fire
- The Contractor must notify the City of a construction site emergency, within a half-hour of the occurrence of the event, in accordance with the following:
- 1) If the emergency occurs during regular business hours the Contractor must notify the Engineer and call the City's Action Center at (914) 377-4357, or
 - 2) During non-business hours the emergency shall be reported by the Contractor to the City Action Center at (914) 377-4357 and to the Yonkers Police Department through 911; and shall also be reported to the Engineer at the earliest opportunity.

ARTICLE 9. COMMENCEMENT AND PROSECUTION OF THE WORK

The Contractor must commence work within ten (10) days after the date specified in a written Notice to Proceed signed by the City. The time for performance of the work under the Contract shall be computed from such date specified on the Notice to Proceed.

ARTICLE 10. PROGRESS SCHEDULE

- A. To enable the work to be laid out and performed in an orderly and expeditious manner, the Contractor, within fifteen (15) days after the date of the Notice of Award of this Contract, unless otherwise directed by the Engineer, shall submit to the Engineer a proposed progress schedule, showing:
- 1) The anticipated time of commencement and completion of each of the various operations to be performed under this Contract; and
 - 2) The sequence and interrelation of each of these operations with the others and with those of other related Contracts; and
 - 3) The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the work.
- B. The proposed schedule shall be revised as directed by the Engineer, until finally approved by him, and after such approval, shall be strictly adhered to by the Contractor.

ARTICLE 11. TIME OF COMPLETION; LIQUIDATED DAMAGES

- A. The work shall commence as specified in the Notice to Proceed and shall be completed within the time of completion specified in Schedule "A" to this General Agreement.
- B. The date of commencement and the time for completion, as specified in the Contract, are essential conditions of the Contract.
- C. The Contractor shall perform the work regularly, diligently, and without interruption at such rate of progress as to insure timely completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing at the site.
- D. Should the contractor fail to timely commence or perform any work, or otherwise fail to timely carry out any directions consistent with the terms of the contract after written notice from the City, the City may have such work done or materials furnished by others and deduct the cost thereof from the monies due, or to become due under the Contract.
- E. If the Contractor shall fail to complete the work within the time specified, or any proper extension thereof the Contractor shall pay to the City, as a partial consideration for the Contract, the amount specified in the Contract as set forth in Schedule "A" to this General Agreement, not as a penalty, but as liquidated damages for breach of contract, for each and every calendar day that the Contractor shall be in default.
- F. The amount of liquidated damages is agreed upon by and between the Contractor and the City as set forth in Schedule "A" to this General Agreement because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in said event and such amount is agreed to be in the amount of damages which the City or its beneficiaries would sustain and said amount shall be retained by the City.
- G. In the event the Contractor shall fail to complete the work within the time fixed for such completion in Schedule "A" to this General Agreement, plus authorized time extensions, or if the Contractor, in the sole determination of the City, has abandoned the work, the Contractor must pay to the City the sum fixed in the Schedule "A" to this General Agreement, for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore.

- H. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification under Article 12, or the Contractor's obligation to otherwise indemnify the City, or to any other remedy provided for by Contract or by law.
- I. The City will deduct and retain out of the moneys which may become due hereunder, the amount of such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference upon demand by the City.
- J. Time is of the essence for each and every portion of the work. In any instance in which additional time is allowed for completion, the new time of completion established by the relevant change order shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if the Engineer determines in writing that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City. In any event, the Contractor shall not be charged with liquidated damages or any excess cost if the delay in completion is due to an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by the City, including, but not limited to Acts of God or of public enemy, acts of the City, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather.
- K. The time for completion can only be extended by change order pursuant to Article 19 and may be extended for all the work, or only that portion of the work altered by the change order.
- L. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or its subcontractors or material men, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.
- M. Permitting the Contractor to continue with the work after the time for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.
- N. Application for Extension of Time
- 1) Before a change order for the time extension request may be approved, the Contractor must, within five (5) days after commencement of the condition which allegedly has caused or is causing the delay, submit a written application to the Engineer identifying:
 - a) the Contractor, the Contract number, and project description;
 - b) liquidated damages assessment rate, as specified in the Contract;
 - c) original bid amount;
 - d) the original Contract start date and completion date;
 - e) any previous time extensions granted (number and duration); and
 - f) the extension of time requested.
 - 2) In addition, the application for extension of time shall set forth in detail:
 - a) the nature of each alleged cause of delay in completing the work;
 - b) the date upon which each such cause of delay began and ended and the number of days attributable to each such cause;
 - c) a statement that the Contractor waives all claims except for those delineated in the application, and the particulars of any claims which the Contractor does not agree to waive, and
 - d) a statement indicating the Contractor's understanding that the time extension is granted only for the purpose of permitting continuation of Contract performance and payment for work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.
- O. Notwithstanding the procedures set forth in this Article, the Engineer in his discretion can grant a one-time extension, in writing, not to exceed 30 days.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

- A. During the process of the work, other contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other contractors and the Contractor shall fully cooperate with such other contractors and carefully fit its own work to that provided under other contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
- B. If the Engineer shall determine that the Contractor is failing to coordinate his work with the work of the other contractors as the Engineer directed, then the City shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.
- C. If the Contractor notifies the Engineer in writing that another contractor on this project is failing to coordinate his work with the work of this Contract as directed, the Engineer must promptly investigate the charge. If the Engineer finds it to be true,

he must promptly issue such directions to the other contractor with respect thereto as the situation may require. The City shall not, however, be liable for any damages suffered by the Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of another contractor's default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any contractor.

- D. The Contractor shall indemnify and hold the City harmless from any and all claims of judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Engineer's directions promptly; and the City shall have the right to exercise the powers reserved herein with respect to any claims which may be made for damages due to the Contractor's failure to comply with the Engineer's direction promptly.
- E. Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the City for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a subcontractor of such Contract, the Contractor shall have no claim against the City for such damage.
- F. Should any other contractor having, or who shall hereafter have, a contract with the City for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the City harmless from all such claims.
- G. The City's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages provided in this General Agreement, or by the exercise of any other remedy provided for by law.

ARTICLE 13. NO DAMAGE FOR DELAY

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claim may be fully compensated for by an extension of time to complete performance of the work as provided herein.

ARTICLE 14. OCCUPATION OR USE PRIOR TO COMPLETION

If, before the final completion of all the work contemplated herein, it shall be deemed necessary by the City to take over, use, occupy or operate any part of the completed or partly completed work, the City shall have the right to do so and the Contractor will not in any way interfere with or object to the use, occupation or operation of such work by the City after receipt of notice in writing that such work or part thereof will be used by the City on and after the date specified in such notice. Should such action be taken by the City, the Contractor's guarantee on that part of the work placed into use shall begin on the date such use by the City shall begin (and the Contractor shall be entitled to a return of so much of the retained percentages as have been withheld by the City, as security for the faithful performance of the work which the City may take over, use, occupy or operate under this Article, except so much thereof as may be retained under Article 18 hereof). Immediately prior to such occupancy or use, inspection of the part to be occupied or used will be made by the Engineer, and the Contractor will be furnished in writing with a statement of the work, if any, still to be done on such part.

ARTICLE 15. SUBCONTRACTS

- A. The Contractor shall not make subcontracts totaling in amount more than the percentage specified in the Schedule "A" of this General Agreement of the total Contract price without special written permission from the Board of Contract and Supply.
- B. Before making any subcontracts, the Contractor must submit a written statement to the Engineer giving the name and address of the proposed Subcontractor, the portion of the work and materials which he is to perform and furnish, the cost of the subcontract and any other information tending to prove that the proposed Subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract. All Subcontractors must be approved by the Board of Contract and Supply.
- C. If an approved Subcontractor elects to subcontract any portion of his subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above. Wherever the word Subcontractor appears herein, it also means sub-subcontractor.
- D. The proposed Subcontract will be submitted to the Board of Contract and Supply for approval at the next regularly scheduled meeting. The City will notify the Contractor as soon as possible after the Board of Contract and Supply acts whether the proposed Subcontractor is approved. If the proposed Subcontractor is not approved, the Contractor may thereupon submit another proposed Subcontractor unless he decides to do the work himself.

- E. The City's approval of a Subcontractor shall not relieve the Contractor of any of his responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults of his Subcontractor and of such Subcontractor's officers, agents and employees, each of who shall, for this purpose, be deemed the agent or employee of the Contractor to the extent of his Subcontract.
- F. No Subcontractor shall be permitted on the site unless he is approved, nor shall any Subcontractor be permitted to perform work at the site unless he has furnished satisfactory evidence of insurance covering Workmen's Compensation, Public Liability and Property Damages as required. Acceptable indication of such insurance is being a named insured on the Contractor's insurance.
- G. The Contractor shall promptly, upon request, file with the Engineer a confirmed copy of the Subcontract, with cost of Subcontract.
- H. Before entering into any Subcontract hereunder, the Contractor shall inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the work to be performed and the materials to be furnished under such Subcontract, and every such Subcontract shall expressly stipulate that all labor performed and materials furnished thereunder shall strictly comply with the requirements of this Contract.
- I. The Contractor shall require all agreements with or between Subcontractors to be in writing. Every Subcontract shall provide expressly that such Subcontract (and all rights of any Subcontractor thereunder) is subject in all respects whatsoever to all requirements of this Contract and that all work under the Subcontract shall comply with all requirements of this Contract. Each Subcontract shall include a provision authorizing termination for necessity or convenience by the Contractor and a provision under which the Subcontractor agrees that the Subcontractor's obligations shall be assigned to the City, at the City's election, upon a termination of Contractor's rights to perform the Contract. Each Subcontract shall contain the same terms and conditions as to method of payment for work, and as to retained percentages, as are set forth in this Contract; and Contractor shall pay each Subcontractor in accordance with the terms of the applicable subcontract for work performed by Subcontractor.
- J. The Contractor's execution of any Subcontract shall be deemed a representation to the City that the Contractor (1) has informed the Subcontractor fully and completely of all requirements of this Contract relating directly or indirectly to the Subcontractor's Work and (2) has taken all steps necessary to ensure that each and every Subcontractor meets the minimum qualifications required by the City of any Contractor submitting bids for any City work.

ARTICLE 16. ASSIGNMENTS

The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract; or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the moneys due or to become due under this Contract, unless the previous written consent of the Board of Contract and Supply shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

Failure to obtain the previous written consent of the City to such an assignment, transfer or conveyance, shall justify the City's revocation and annulment of this Contract. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, his assignees or transferees, and all moneys previously earned and unpaid under the Contract shall be forfeited to the City except so much thereof as may be necessary to pay the Contractor's employees.

ARTICLE 17. INSURANCE

During performance and up to the date of final acceptance, the Contractor must effect and maintain insurance of the kind and at the limits set forth in Schedule "A" to this General Agreement.

ARTICLE 18. MAINTENANCE AND GUARANTY; REPLACEMENT OF DEFECTIVE WORK

- A. The Contractor must promptly repair, replace, restore or rebuild, as the Engineer may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one year period subsequent to the date of final acceptance except where other periods of maintenance and guarantee are provided for.
- B. As security for the faithful performance of his obligation hereunder, the Contractor, upon filing his requisition for final payment, shall deposit with the City, a sum equal to one (1) percent of the Contract price (or such other amount fixed in Schedule "A" to this General Agreement in cash or certified check upon a State or National Bank and Trust Company or a check of such Bank and Trust Company signed by a duly authorized officer thereof and drawn to the order of the City.
- C. In lieu of the above the Contractor may make such security payment to the City by authorizing the City in writing to deduct the amount from the final payment which shall be deemed the deposit required above.
- D. If the Contractor has faithfully performed all his obligations hereunder, the sum shall be repaid to the Contractor without interest within thirty (30) days after the City determines the Contractor has faithfully performed all his obligations hereunder.

- E. Notice by the City to the Contractor to repair, replace rebuild or restore such defective or damaged work shall be timely if given not later than ten (10) days subsequent to the expiration of the one (1) year period or other periods provided for in Schedule "A" to this General Agreement.
- F. If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving such notice, the City shall have the right to have the work done by others in the same manner as provided for in Article 40 hereof and to deduct the cost thereof from the amount as deposited hereunder. The balance, if any, shall be returned to the Contractor without interest.
- G. Should the amount so deposited be insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the City.
- H. The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work when performed by one(s) other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

ARTICLE 19. CONTRACT CHANGES

- A. Changes may be made to this Contract only as duly authorized by the City through its Board of Contract and Supply. Contractors deviating from the requirements of an original contract without a duly approved change order document, or written contract modification or amendment, do so at their own risk. All such changes, modifications and amendments will become a part of the original contract. Any work so ordered must be performed by the Contractor.
- B. Contract changes will be made only for work necessary to complete the work included in the scope of the Contract, and for non-material changes to the scope of the Contract. Contract changes may include any contract revision deemed necessary by the City.
- C. The Contractor shall be entitled to a price adjustment for extra work performed pursuant to a written change order. If any part of the Contract is necessarily delayed by a change order, the Contractor may request, subject to Board of Contract and Supply approval, an extension of time for performance. Adjustments to price shall be computed in one or more of the following ways: (i) by agreement of a fixed price; (ii) by unit prices specified in the contract subject to the limitations herein; (iii) by time and material record; and/or (iv) in any other manner approved by the City.
- D. Where the cost of the change order has been negotiated in the absence of established cost history, the costs are subject to verification by audit. If the audit reveals that the Contractor's costs for change order work were inaccurately stated during negotiations, the City shall recoup the amount by which the costs were inaccurately stated, plus any costs incurred by the City to conduct the audit, by proportionately reducing the price of the change order. This remedy is not exclusive and is in addition to all other rights and remedies of the City.

ARTICLE 20. METHODS OF PAYMENT FOR EXTRA WORK

- A. Extra work for which there are applicable Contract unit prices will be paid for at such unit prices subject to the limitations set forth herein. Where there are no applicable Contract unit prices, subject to audit by the City, the price to be paid for extra work ordered by the City, and performed by the Contractor with his own forces, shall be the reasonable cost of:
 - 1) Necessary materials (including transportation to the site); plus
 - 2) Necessary direct labor; plus
 - 3) All additional insurance required by reason of the performance of the extra work; plus
 - 4) Payments required to be made to labor organizations under existing labor agreements; plus
 - 5) Maintenance, operation, and rental of, or reasonable rental value of Contractor owned, necessary plant and equipment other than small tools (including gas, oil, coal, electric current, etc); plus
 - 6) Necessary installation and dismantling of such plant and equipment (including transportation to and from the site), if any items; plus
 - 7) Ten (10) percent of the total of Items 1 through 6 as compensation for all other items of cost or expense including administration, overhead, general superintendence, and small tools; plus
 - 8) Ten (10) percent of the total of Items 1 through 7 as compensation for profit, except that no percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.
- B. Where there are no applicable unit prices for extra work ordered by the City and performed in whole or in part by other than the Contractor's own forces, the Contractor shall be paid, subject to audit by the City, only the actual and reasonable cost of such subcontracted work computed as outlined above, plus an additional allowance of five (5) percent to cover the Contractor's profit, superintendence, administration, insurance, and other overhead.
- C. Where a change is ordered, involving both extra work and omitted or reduced contract work, the contract price shall be adjusted, subject to audit by the City, in an amount based on the difference between the value of such extra work and of the work omitted or reduced. The cost of such extra work and of such omitted or reduced work shall be computed in accordance with Items 1 through 6 of this Article. If the cost of such work exceeds the cost of the work omitted or reduced, the contract

price shall be increased by the difference, plus ten (10) percent thereof, as compensation for all other items of cost or expense including administration, overhead, superintendence, and small tools, plus an additional ten (10) percent of the total thereof as compensation for profit. If the cost of work omitted or reduced exceeds the cost of such extra work, then the contract price shall be reduced by such differences.

- D. Where the Contractor and the City can agree upon another method of payment for extra work, or for extra work ordered in connection with omitted or reduced work, such method, may, at the option of the City, be substituted for the cost plus a percentage method. However, if the work is performed by a Subcontractor, the Contractor shall not be entitled to receive more than an additional allowance of five (5) percent over and above the actual and reasonable cost of such Subcontractor's work.
- E. Unit Price Contracts
- 1) In Unit Price Contracts if during the progress of work, the actual quantity of items required to complete the work of any unit item approaches the estimated quantity, and due to errors, site conditions, changes in design or any other reason, it appears that the actual quantity necessary to complete the work will exceed the estimated quantity by 25 percent, the Contractor shall immediately notify the Engineer of such anticipated overruns.
 - 2) Contractors are warned that the Engineer's estimate of quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not to be considered part of this Contract. The quantities actually required to complete the Contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.
 - 3) The Contractor shall not be compensated for work performed in excess of one hundred twenty five (125) percent of the estimated quantities in the bid schedule without written authorization of the Engineer.
 - 4) The Contractor will be paid at the unit price bid for quantities up to one hundred and twenty five (125) percent of the estimated quantities listed in the bid schedule. If quantities on any item exceed one hundred and twenty five (125) percent of the estimate, the City reserves the right and the Contractor agrees to renegotiate the unit price bid to a new unit price for such quantities. If the City and Contractor cannot agree to a new price then the City, if it requires additional units of the item, shall order the Contractor and the Contractor agrees to perform the additional work on a time and material basis established herein. In no event will the cost exceed the bid price.
- F. The Contractor shall furnish satisfactory invoices, payrolls and vouchers covering all items of cost relating to the Extra Work and when requested by the City shall give the City access to accounts and records relating thereto.

ARTICLE 21. DISPUTES

Claims for Extra Work

- A. If the Contractor claims that (i) any work which the Contractor has been ordered to perform will be Extra Work, (ii) the Contractor for any reason cannot comply with the terms and provisions of the Contract, or (iii) any action or omission of the City is contrary to the terms and provisions of the Contract and will require the Contractor to perform Extra Work the Contractor shall:
- 1) Promptly comply with the City's direction to perform the work which the Contractor claims will be Extra Work.
 - 2) File with the City a notice of the basis of the Contractor's claim and request for a determination thereof, within seven (7) working days:
 - a) after being ordered to perform the work claimed by the Contractor to be Extra Work; or
 - b) after commencing performance of the work, whichever date shall be earlier; or
 - c) after the said action or omission on the part of the City occurred.
 - 3) Proceed diligently, pending and subsequent to the determination of the City with respect to any said disputed matter, with the performance of the work in accordance with all instructions of the City.
- B. No claim for Extra Work shall be allowed unless the same was done pursuant to a written order of the City. The Contractor's failure to comply with any parts of this Article shall be deemed to be:
- 1) a conclusive and binding determination on the part of the Contractor that said order, work, action or omission does not involve Extra Work and is not contrary to the terms and provisions of the Contract.
 - 2) a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, work, action or omission.
- C. The value of claims for Extra Work, if allowed, shall be determined by the methods described in the Contract.

Compliance with the Contract

- D. In addition to the statements required under Article 22 hereof, or under this Article, the Contractor and his Subcontractor shall, upon notice from the City, produce for examination at the Contractor's or Subcontractor's office, by the representatives of the City, all his books of accounts, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books and canceled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this Contract, and submit himself and persons in his employment, for examination under oath by any

person designated by the City to investigate claims made against the City under this Contract. At such examination a duly authorized representative of the contractor may be present.

- E. Unless such statements shall be made and filed within a timely manner and such records submitted for examination and the Contractor and his employees submit themselves for examinations as aforesaid, the City shall be released from all claims arising under, relating to or by reason of this Contract, except for the sum certified by the City to be due under the provisions of this Contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the City to recover any sum in excess of the sums certified by the City to be due under or by reason of this Contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this section.
- F. In addition to the foregoing, after the commencement of any action by the Contractor arising under or by reason of this Contract, the City shall also have the right by its attorney, upon written notice from said attorney, to require the Contractor to produce for examination under oath by said attorney the above described books and documents of the Contractor and to submit himself and persons in his employ for examination under oath by said attorney.
- G. Unless the Contractor submits said records, himself and his employees for examination by the said attorney as aforesaid, the action of the Contractor shall be dismissed.

ARTICLE 22. PERFORMANCE OF EXTRA OR DISPUTED WORK

- A. While the Contractor or his Subcontractor is performing extra work ordered by the City under Article 19 hereof (unless payment therefore is to be made by a lump sum or at unit prices previously agreed upon) or is performing disputed work or complying with a determination or order under protest in accordance with Article 21 hereof, in each such case the Contractor shall furnish the Engineer daily with three (3) copies of written statements signed by the Contractor's representatives at the site showing:
 - 1) The name and home telephone number of each worker employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and
 - 2) The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such determination or order, and from whom purchased or rented.
- B. A copy of such statement will be countersigned by the Engineer, noting thereon any items not agreed to or questioned, and be returned to the Contractor within two (2) days after submission. The Contractor and his Subcontractors, when required by the City, must also produce for inspection, at the office of the Contractor or Subcontractor, any and all of his books, vouchers, records, daily job diaries and reports, and canceled checks, showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such work or in complying with such determination or order, and the amounts expended therefore, and must permit the City to make such extracts there from or copies thereof as the City may desire.
- C. Failure to comply strictly with these requirements shall constitute a waiver of any claims for extra compensation or damages on account of the performance of such work or compliance with such determination or order.

ARTICLE 23. OMITTED WORK

If any Contract work in a lump sum Contract, or if any part of a lump sum item in a unit price Contract, is omitted by the City, the Contract price shall be reduced by an amount equal to the estimated cost of such omitted work, computed in accordance with Items 1 through 6 of subpart A of Article 20, unless the Contractor and City can agree upon another method of fixing the value of such omitted work. If any Contract work in a unit price Contract, whether the whole of a lump sum item or units of any other item, is so omitted, no payment will be made therefore.

ARTICLE 24. NO ESTOPPEL

Neither the City nor any department, officer, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the City, the Engineer, or any other officer, agent or employee of the City, either before or after the final completion and acceptance of the work and payment therefore:

- A. From showing the true and correct classification, amount, quality or character of the work actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of this Contract; and
- B. From demanding and recovering from the Contractor any overpayment made to him, or such damages as he may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with its terms, or both.

ARTICLE 25. WAIVER, MODIFICATION AND APPROPRIATIONS

- A. Waiver: Waiver by the City of a breach of any provision of this Contract shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of terms of the Contract unless and until the same shall be agreed to in writing by the City as required herein.
- B. Modification: This Contract may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.
- C. Appropriations: This Contract shall be deemed executory only to the extent of the moneys appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the Contractor beyond the amount of such moneys. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of the Contract.

ARTICLE 26. PARTIAL PAYMENTS

- A. The City may make a partial payment to the Contractor on the basis of an approved estimate of the work performed during each preceding business month. The City shall retain five percent (5%) of the amount of each estimate.
- B. As a condition precedent to payment, on a monthly basis in accordance with the agreement of the City, the Contractor shall submit a Request for Payment in a form acceptable to the Engineer and City Finance Commissioner. The City shall make all monthly partial payments based on the Engineer's review and approval of the Request for Payment form. Any partial payment made pursuant to the Request for Payment shall not be construed to signify acceptance of partially completed work or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract.
- C. In preparing estimates for partial payment, material delivered to the site, and properly stored and secured at the site, material in short or critical supply or material specially fabricated and other material approved to be stored off-site under such conditions as the City shall prescribe may be taken into consideration. Unless otherwise provided by the City the conditions for payment of material stored off-site shall include but not be limited to the following: (a) the material shall be properly stored in a secured location approved by the City; (b) the material will be covered under the City's builder's risk policy, if any, subject to all policy limits and restrictions; and, (c) the material may be inspected by the City to assure compliance with project specifications. In order to seek payment pursuant to this Article, the Contractor must by a date approved by the Engineer, submit a list to the City of the material in short or critical supply, material specially fabricated for the work at the site, or material which for any other reason must be stored off-site; such list must be accompanied by a detailed backup substantiating the Contractor's position that it is material in short or critical supply, or material specially fabricated for work at the site and/or must be stored off-site. All costs related to the storage of materials, or material in short or critical supply or material specifically fabricated for the work at the site are the sole responsibility of the Contractor. In addition to the above, the Contractor must demonstrate that the material stored either at the site or off-Site has been paid for in full by the Contractor, and upon partial payment by the City becomes the sole property of the City.

ARTICLE 27. CONTRACTOR'S PAYMENT TO SUBCONTRACTORS

- A. The Contractor shall make prompt payment to the Subcontractors within fifteen (15) calendar days of the receipt of any payment from the City. The Contractor shall pay to each such Subcontractor that portion of the proceeds of such payment representing the value of the work performed by such Subcontractor, based upon the actual value of the subcontract, which has been approved and paid for by the City, less an amount necessary to satisfy any claims, liens, or judgments against such Subcontractor which have not been suitably discharged and less any amount retained by the Contractor as provided herein. For such purpose, the subcontract may provide that the Contractor may retain not more than five percent (5%) of each payment to such Subcontractor or not more than ten percent (10%) of each such payment if prior to entering into the subcontract such Subcontractor is unable or unwilling to provide, at the request of the Contractor, a performance bond and a labor and material bond both in the amount of the subcontract. Contractor warrants and represents that it will execute such certificate or statements as the City may require to prove compliance with this provision.
- B. Nothing herein shall relieve the Contractor from its obligation to complete the work, nor shall anything herein create any relationship in contract or otherwise, implied or expressed, between any Subcontractor and the City.

ARTICLE 28. FINAL PAYMENT

- A. As a condition precedent to receiving final payment for all work, the Contractor shall submit all required certificates and documents, together with a final requisition for the balance claimed to be due under the Contract, less any amount authorized to be retained for maintenance subsequent to final acceptance.
- B. Verified Statement of Claims: The Contractor must also submit with the final requisition a final verified statement of any and all alleged claims against the City, in any way connected with or arising out of this Contract (including those as to which details may have been furnished pursuant to Articles 8 and 21 hereof) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item. With

reference to each such claim, the City shall have the same right to inspect, and to make extracts or copies of, the Contractor's books, vouchers, records, etc., as is referred to in Articles 21 and 22 hereof. Nothing contained in this Article is intended to or shall relieve the Contractor from the obligation of giving timely notice of claims pursuant to Articles 21 and 22 hereof. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor upon acceptance of the final payment, pursuant to Article 29 hereof, will have waived any such claims.

- C. Preparation of Final Voucher: After receiving the notices required under Sections A and B herein, the Engineer will promptly make a final inspection. If, upon inspection, the Engineer determines that no further work is necessary, the Engineer will prepare and certify, subject to the approval of the Board of Contract and Supply, a voucher for final payment less any and all deductions authorized to be made under this Contract or by law. Payment pursuant to such final voucher, less any deductions authorized to be made under this Contract or by law, shall constitute final acceptance and final payment, and shall be made by the City within thirty (30) days after approval of the Board of Contract and Supply.

ARTICLE 29. ACCEPTANCE OF FINAL PAYMENTS

- A. The acceptance by the Contractor, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release to the City from any and all claims of, and liability to, the Contractor for anything heretofore done or furnished for or relating to or arising out of this Contract and the work done hereunder, and for any prior act, neglect or default on the part of the City or any of its officers, agents, or employees, excepting only a claim against the City for the amounts deducted or retained in accordance with the terms and provisions of this Contract or by law, and excepting a claim, not otherwise waived, which is contained in the verified statement filed with the Contractor's final requisition pursuant to Article 28 hereof.
- B. The Contractor is warned that the execution by him of a release, in connection with the acceptance of the final payment, containing language pertaining to reserve claims other than those herein specifically excepted from the operation of this Article, or those for amounts deducted by the City, shall not be effective to reserve such claims, anything stated to the Contractor orally or in writing by any officer, agent or employee of the City to the contrary notwithstanding.
- C. Should the Contractor refuse to accept the final payment as tendered by the Comptroller, it shall constitute a waiver of any right to interest thereon.
- D. The Contractor, prior to commencing an action for breach of Contract must serve a detailed and verified statement of claim upon the City's Corporation Counsel not later than forty (40) days after the acceptance of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 30. LIENS

Upon receipt of a lien, the City shall send Notice to the Contractor stating that a sum which shall be one and one-half (1 ½) times the amount stated to be due in the notice of lien shall be deducted from payments due the Contractor. This sum shall be withheld until the lien is discharged.

ARTICLE 31. WITHHOLDING OF PAYMENTS

- A. The City may withhold from the Contractor any part of any payment as may, in the judgment of the City, be necessary:
- 1) to assure payment of just claims of any persons supplying labor or materials for the work;
 - 2) to protect the City from loss due to defective work not remedied; or
 - 3) to protect the City from loss due to injury to persons or damage to the work or property of others caused by the act or neglect of the Contractor. The City shall have the right to apply any amount so withheld, in such manner, as the City may deem proper to satisfy claims or to secure protection. Such application of the money shall be deemed payments for the account of the Contractor.
- B. The provisions of this Article are solely for the benefit of the City and any action or non-action hereunder by the City shall not give rise to any liability on the part of the City.

ARTICLE 32. EMPLOYEES

- A. The Contractor and its subcontractors shall not employ on the Contract work:
- 1) Anyone who is not competent, faithful and skilled in the work for which he or she shall be employed; and whenever the City shall inform the Contractor, in writing, that any employee is, in the City's opinion, incompetent, unfaithful, or disobedient, he shall be discharged from the work forthwith, and shall not again be employed upon it; or
 - 2) Any labor, materials or means whose employment, or utilization during the course of this Contract, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work or similar troubles by workers employed by the Contractor his Subcontractors, or by any of the trades working in or about the buildings and premises where work is being performed under this Contract, or by other Contractors or their Subcontractors pursuant to other Contracts, or on any other buildings or premises owned or operated by the City of Yonkers, its

agencies, departments, boards or authorities. Any violation by the Contractor of this requirement may be considered as proper and sufficient cause for declaring the Contractor to be in default; or

- 3) In accordance with Section 220 (3-e) of the Labor Law, the Contractor and his Subcontractors shall not employ on the work any apprentice unless he is registered individually, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above shall be paid the wage rate determined by the classification of work he actually performed. The Contractor or Subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the Contract work.

ARTICLE 33. AFFIRMATIVE ACTION POLICIES; EMPLOYER AND PROFESSIONAL RESPONSIBILITIES

- A. Affirmative Action: The Contractor shall comply with, and assist the City in implementing, all affirmative action policies set forth in the Contract as well as any such policies or regulations which may be issued or amended by the City from time to time, and all requirements under applicable Federal, State and Municipal statutes, and any applicable regulations thereunder, relating to equal employment opportunities for all individuals.
- B. Employer Responsibilities: The Contractor shall comply with the provisions of all applicable State and Municipal requirements and with all State and Federal laws applicable to the Contractor as an employer of labor or otherwise as well as any labor provisions set forth in this Contract.
- C. Professional Status Requirements: The Contractor shall comply, at its own expense, with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, Subcontractors and others employed to undertake and complete the work hereunder.

ARTICLE 34. LABOR LAW PROVISIONS

- A. The Contractor agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:
 - 1) no laborer, worker or mechanic in the employ of the Contractor or any Subcontractor employed by the Contractor in the performance of this Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one week except in cases of extraordinary emergency, as defined in the Labor Law;
 - 2) the wages paid for a legal day's work to each laborer, worker or mechanic employed by the Contractor or any Subcontractor in the performance of this Contract shall not be less than the prevailing rate of wages as defined by law;
 - 3) each laborer, worker or mechanic employed by the Contractor or any Subcontractor in the performance of this Contract shall be provided the prevailing supplements as defined by law;
 - 4) the minimum hourly rate of wages to be paid and the minimum supplement to be provided to the laborers, workmen or mechanics employed in the performance of this Contract, either by the Contractor or any Subcontractor, shall not be less than that which shall be designated by the Commissioner of Labor of the State of New York; and
 - 5) the Contractor and any Subcontractor shall pay all employees engaged in the performance of this Contract in full, less legally required deductions, in accordance with Labor Law Section 220.3. All such payments shall be made in cash, except payment may be made by check to the extent permitted by law.
- B. The Contractor agrees that as required by Labor Law Section 220-e, in case of underpayment of wages or supplements to any worker engaged in the performance of this Contract by the Contractor or any Subcontractor, the City may withhold from the Contractor out of payments due any amount sufficient to pay such worker the differences between the wages and supplements required to be paid by the Labor Law and wages and supplements actually paid such worker for the total number of hours worked plus interest as provided in the Labor Law, and that the City may disburse such amount so withheld by the City for and on account of the Contractor to the employees to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this Paragraph B may be in addition to any other amounts permitted to be retained by the City.
- C. Prevailing Wage Enforcement: The Contractor agrees to pay for the cost of any investigation conducted by or on behalf of the City which discovers a failure to pay prevailing wages by the Contractor or its subcontractor(s). The Contractor also agrees, that should it fail or refuse to pay for any such investigation, the City is hereby authorized to deduct from the Contractor's account an amount equal to the cost of such investigation.
- D. Daily Sign-Out Log Requirements:
 - 1) Each day of the Contract Work, the Contractor and its subcontractors shall complete a Daily Sign-Out Log acceptable to the City for all their hourly employees performing work on the Project. In addition, the Contractor and

its subcontractors shall insure that all employees listed on the daily log verify the information on the log applicable to them by signing next to their name.

- 2) The Contractor and its subcontractors shall deliver the Daily Sign-Out Log originals to the Engineer or his representative at a frequency acceptable to that representative. However, the Contractor's and its subcontractors' log submissions must be current before the City will process the Contractor's Requests for Payments for any particular period.
- E. If during the performance of the work a harmful dust hazard is created for the elimination of which appliances or methods have been approved by the Industrial Board of Appeals of the State of New York, such appliances and methods shall be installed, maintained and effectively operated by the Contractor in compliance with Labor Law Section 222-a. If Labor Law Section 222-a is not complied with, the City may void this Contract in which event the City shall have the same rights and remedies as it would have in the case of termination under this Contract in addition to any other rights and remedies of the City.

ARTICLE 35. NON-DISCRIMINATION PROVISIONS

- A. The Contractor agrees, as required by Labor Law Section 220-e of the Labor Law, as amended, that by signing this Agreement, the Contractor agrees that it, or any person acting on its behalf:
- 1) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff, termination, and all other terms and conditions of employment;
 - 2) will not discriminate in the selection of Subcontractors on the basis of the owner's, partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, or sexual orientation; and
 - 3) will permit the City to have access to all relevant books, records and accounts for the purposes of investigation to ascertain compliance with such requirements.
- B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any such requirements, such noncompliance shall constitute a material breach of this Contract. The Contractor further understands that, as provided in Section 220-e of the Labor Law, as amended, there may be deducted from the amount payable to it by the City under this Contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which said person was discriminated against or intimidated by reason of race, creed, color, disability, sex, or national origin in violation of the provisions of this contract. The City may impose any or all of the following sanctions:
- 1) disapproval of the Contractor;
 - 2) suspension or termination of this Contract;
 - 3) declaring the Contractor in default; or
 - 4) adoption and adherence to an employment program.
- C. The Contractor understands that, as provided in Section 220-e of the Labor Law, as amended, this Contract may be cancelled or terminated by the City, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this Contract with regard to discrimination on the basis of race, creed, color, disability, sex or national origin. The City may declare any contractor who has repeatedly failed to comply with Section 220-e of the Labor Law non-responsible.

ARTICLE 36. CITY'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

In addition to those instances specifically referred to in other Articles herein, the City shall have the right to declare the Contractor wholly or partially in default of the work and to terminate the Contract if:

- A. The Contractor becomes insolvent; or if
- B. The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or if
- C. A voluntary or involuntary petition in bankruptcy be filed by or against the Contractor; or if
- D. The Contractor fails as required by this Contract to commence work when notified to do so by the City; or if
- E. The Contractor shall abandon the work; or if
- F. The Contractor shall refuse to proceed with the work when and as directed by the Engineer; or if
- G. The Contractor shall without just cause reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the City to complete the work in accordance with the approved Progress Schedule, and shall fail or refuse sufficiently to increase such working force when ordered to do so by the City; or if
- H. The Contractor shall subject, assign, transfer, convey or otherwise dispose of this Contract other than as herein specified; or if
- I. A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if

- J. The City shall be of the opinion that the Contractor is or has been unnecessarily, unreasonably or willfully delaying (i) the performance and completion of the work, or (ii) the award of necessary subcontracts, or (iii) the placing of necessary material and equipment orders; or if
- K. The City shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract; or if
- L. The City shall be of the opinion that the Contractor is not or has not been executing the Contract in good faith and in accordance with its terms; or if
- M. The City shall be of the opinion that the work cannot be completed within the time herein provided therefore or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Engineer's opinion, attributable to conditions within the Contractor's control; or if
- N. The work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completion extended.
- O. Before the City shall exercise the right to declare the Contractor in default by reason of the conditions set forth in Items numbered A, D, E, F, J, K, L, M and N the Contractor shall have an opportunity to be heard, on two (2) days notice, at which hearing the Contractor may have a stenographer present; provided, however that a copy of such stenographic notes, if any, shall be furnished to the City.

ARTICLE 37. TERMINATION BY THE CITY

In addition to the right to terminate in the event of a default under Article 36, the City may, at any time, terminate this Contract for the convenience of the City by written notice to the Contractor and in such event:

- A. The Contractor shall upon receipt of such notice, unless otherwise directed by the City:
 - 1) stop work on the date specified in the notice;
 - 2) take such action as may be necessary for the protection and preservation of the City's materials and property;
 - 3) cancel all cancelable orders for material, labor and/or equipment;
 - 4) assign to the City and deliver to the site or any other location designated by the City, any non-cancelable orders for material, labor and /or equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract and not incorporated in the work;
 - 5) take no action which will increase the amount payable by the City under this Contract.
- B. On all lump sum contracts, the City will pay the Contractor:
 - 1) Its direct cost as hereinafter defined or the fair and reasonable value, whichever is less, for:
 - a) the portion of the work completed up to the time of termination; and
 - b) non-cancelable material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract but not incorporated in the work; and
 - 2) Five (5) percent of the direct cost as hereinafter defined; and
 - 3) In addition to the foregoing, the Contractor shall be paid five (5) percent of the difference between the Lump Sum Contract price and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Paragraph B Subsections 1 and 2 of this Article.
- C. On all unit price Contracts, the City will pay the Contractor:
 - 1) For all completed units, the unit price stated in the Contract; and
 - 2) For uncompleted units, payment will be made pursuant to the provisions of Paragraph B Subsections 1 and 2 of this Article.
- D. Direct costs as used in this Article shall mean:
 - 1) The actual purchase price of material and equipment plus necessary and reasonable delivery costs; and
 - 2) Actual cost of labor involved in construction and installation at the site; and
 - 3) Actual cost of necessary bonds and insurance purchased pursuant to the requirements of this Contract less any amounts that have been or should be refunded by the Contractor's sureties or insurance carriers.
 - 4) Direct costs shall not include overhead.
- E. In no event shall any payments under this Article exceed the Contract price for such items.
 - 1) All payments pursuant to this Article shall be in the nature of liquidated damages and shall be accepted by the Contractor in full satisfaction of all claims against the City arising out of the termination.
 - 2) The City may deduct or set off against any sums due and payable pursuant to this Article, any claims it may have against the Contractor.
- F. All payments pursuant to this Article are subject to audit.

ARTICLE 38. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

The right to declare in default for any of the grounds specified or referred to in Article 36 hereof shall be exercised by sending the Contractor a notice setting forth the ground or grounds upon which such default is declared.

ARTICLE 39. QUITTING THE SITE

Under receipt of such notice in Article 38, the Contractor shall immediately discontinue all further operations under this Contract and shall immediately quit the site, leaving untouched all plant, materials, equipment, tools and supplies then on the site. The site must be made safe and secure from all hazards.

ARTICLE 40. COMPLETION OF THE WORK

- A. The City, after declaring the Contractor in default, may then have the work completed by such means and in such manner, by Contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such Subcontractors, as he may deem advisable.
- B. After such completion, the City shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the Schedule "A" to this General Agreement) from the date when the work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the work. Such certificate shall be binding and conclusive upon the Contractor, his Sureties, and any person claiming under the Contract, as to the amount thereof.
- C. The expense of such completion shall be charged against and deducted out of such moneys as would have been payable to the Contractor if he had completed the work; the balance of such moneys, if any, subject to the other provisions of this Contract, to be paid to the Contractor without interest after such completion. Should the expense of such completion exceed the total sum which would have been payable under this Contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the City upon demand.

ARTICLE 41. PARTIAL DEFAULT

- A. In case the City shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract and shall in no way hinder or interfere with any other contractors or persons whom the City may engage to complete the work as to which the Contractor was declared in default.
- B. The provision of this Contract relating to declaring the Contractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the City shall be entitled to utilize for completion of the part of the work as to which the Contractor was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the Contractor on such part.

ARTICLE 42. PERFORMANCE OF UNCOMPLETED WORK

In completing the whole or any part of the work the City shall have the power to depart from or change or vary the terms and provisions of this Contract, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance shall not affect the conclusiveness of the City's certificate of the cost of completion referred to in Article 40 hereof, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for his default

ARTICLE 43. CITY'S RIGHT TO AUDIT AND INSPECTION OF RECORDS

- A. The Contractor shall maintain and keep and shall require any subcontractor to maintain and keep, for a period of at least six (6) years after the date of final acceptance, all records and other data relating to the work.
- B. Contractor's records shall be subject to audit and such records shall include but not be limited to accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rates and dividends; and any other Contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's work for the City all of the foregoing hereinafter referred to as "records" shall be open to inspection and subject to audit and/or reproduction by the City or its authorized representative to the extent necessary to adequately permit evaluation and verification of:
 - 1) Contractor compliance with Contract requirements;
 - 2) compliance with the City's business ethics policies set forth herein; and
 - 3) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

Other specific records subject to audit include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase order, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may in the City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide the City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

- C. The City or its designee shall be entitled to audit all of the Contractor's records for a period of six years after final payment or longer if required by law.
- D. Contractor shall require all payees (including those entering into lump sum subcontracts and lump sum major material purchase orders), to comply with the provisions of this Article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Requirements to include flow-down audit provisions in contracts with payees will apply to subcontractors, sub-subcontractors, material suppliers, etc. When working under any type of contract including lump sum agreement, unit price agreements, time and material agreements, cost plus agreements, etc., Contractor will cooperate fully and will cause all payees to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials and data required by this Article of the Contract.
- E. The City through its authorized representative(s) shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- F. If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Contractor to the City in excess of one-half of one percent (.5%) of the total Contract billings, in addition to repayment or credit for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

ARTICLE 44. BUSINESS ETHICS

- A. During the course of pursuing contracts with the City and while performing contract work in accordance with this agreement, Contractor agrees to maintain business ethics standards which are aimed at avoiding any real or apparent impropriety or conflict of interest which could be construed to have an adverse impact on the dealings with the City.
- B. Contractor shall permit interviews of employees, reviews and audits of accounting or other records by the City representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of Contractor's employees, agents, representatives, vendors, Subcontractors and other third parties paid by Contractor in their relations with the City's current or former employees or employee relatives.
- C. Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with the City's best interests. These obligations shall apply to the activities of Contractor employees, agents, subcontractors, etc. in their dealings and relations with the City's current and former employees and their relatives. For example, Contractor employees, agents or subcontractors shall not make or provide to be made any gifts, entertainment, payments, loans, or other considerations to the City's representatives, employees or their relatives.
- D. Contractor agrees to notify the City within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this Article.

ARTICLE 45. INVESTIGATIONS

- A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the City or by an inspector general or other investigatory authority of a Federal, State of New York or governmental agency or conducted by a Federal, State or governmental Agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath.
 - 1) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease,

permit, contract, or license entered into with the City, State, or any political subdivision or public authority of New York or other public corporation thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State; or,

- 2) If any person refuses to testify for a reason other than the assertion of his or her privilege against self incrimination in any investigation, audit or inquiry by any agency empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the City of by an inspector general or other investigatory authority of a State or City governmental agency that is a part of interest in, and is seeking testimony concerning the award of or performance under, any transaction, agreement, lease, permit, Contract, or license entered into with the City, the State or other political subdivision or public authority or other public corporation thereof or any local development corporation within the City, or any public benefit corporation organized under the laws of the States, then:
 - (a) The City may convene a hearing, upon not less than five (5) days Notice to the parties involved, to determine if any penalties should attach for the failure of a person to testify.
 - (b) If any non-governmental party to such a hearing requests an adjournment, the Contractor agrees for itself and for those acting on its behalf that the City may, upon granting the adjournment, suspend any contract, lease, permit or license pending the final determination pursuant to paragraph E below without the City incurring any penalty or damages.

B. The Contractor agrees for itself and for those acting on its behalf that the penalties which may be imposed by the City after such a hearing and a final determination by the City may include but shall not exceed:

- 1) The disqualification for a period not to exceed five (5) years from the date of such a determination of any person, or any entity of which such a person was a member at the time the testimony was sought, from obtaining any contract lease, permit or license with or from the City; and/or
- 2) The cancellation or termination of any and all existing contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted thereunder, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City's incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

C. The City shall consider and address in reaching its determination and in assessing an appropriate penalty the factors in paragraphs (1) and (2) below. The City may also consider, if relevant and appropriate, the criteria established in paragraphs (3) and (4) below in addition to any other information which may be relevant and appropriate:

- (1) The parties' good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought;
- (2) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity;
- (3) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses; and
- (4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in any entity subject to penalties under paragraph D above, provided that the party or entity has given actual notice to the City upon the acquisition of the interest, or at the hearing called for in paragraph C (1) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

D. Definitions

- 1) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
- 2) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
- 3) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases or permit from or through the City or otherwise transacts business with the City.
- 4) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, owner, other principal or employee.

E. The City in its sole discretion may terminate this Contract upon not less than three (3) days' notice in the event the Contractor fails to promptly report in writing to the City's Police Commissioner or the City's Inspector General any solicitation for money, goods, future employment or other benefit or thing of value by or on behalf of any employee of the City or any other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

ARTICLE 46. CONTRACTOR'S WARRANTIES

In consideration of, and to induce the award of this Contract to it, the Contractor represents and warrants:

- A. That it is financially solvent, and sufficiently experienced and competent to perform the work; and
- B. That the facts stated in its bid and the information provided by it in the Information for Bidders is true and correct in all respects; and
- C. That its principals have read and complied with all the requirements set forth in the Information for Bidders; and
- D. That neither it nor any directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided; and
- E. That in the performance of this Contract, it shall employ no person having such interest or possible interest. No elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or part, from the City treasury, shall participate in any decision relating to this Contract which affects his or her personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested nor shall any such person have any interest, direct or indirect, in this Contract or in the proceeds thereof; and
- F. That the Contractor is familiar with all Federal, State, or other laws, ordinances, orders, rules and regulations, which may in any way affect the work; and
- G. That the Contractor has carefully examined the Contract and the site of the work and that, from the Contractor's own investigations is satisfied as to the nature and location of the work, the character quality and quantity of surface and subsurface materials likely to be encountered, the character or equipment and other facilities needed for the performance of the work, the general and local conditions, and all other materials or items which may affect the work; and
- H. That the Contractor is an independent contractor and not an employee of the City. Unless the Contract specifically provides otherwise, the conduct and control of the work shall be entirely the Contractor's responsibility at all times.

ARTICLE 47. CONTRACTOR PERFORMANCE EVALUATION AND CRITERIA

- A. The Engineer will evaluate a Contractor's performance for compliance with contract requirements. A Contractor will be evaluated by the Engineer at least once during performance of the contract ("interim evaluation"). In addition, a Contractor will receive a final evaluation near the completion of the project. A Contractor's overall performance will be rated by the Engineer as either outstanding, very good, satisfactory, marginal or unsatisfactory.
- B. A Contractor's performance will be evaluated by the Engineer pursuant to the following criteria:
 - (1) Quality of work
 - (2) Management
 - (3) Scheduling
 - (4) Adherence to safety, industrial and hygiene requirements
- C. A marginal or unsatisfactory evaluation in any of the elements of the criteria set forth in paragraph B of this section may serve as a basis for a Contractor to receive an overall rating of marginal or unsatisfactory.
- D. A Contractor that receives an overall evaluation of either marginal or unsatisfactory will be given an opportunity to cure any deficiencies or irregularities in its performance.
- E. If a Contractor receives an overall interim evaluation of marginal, the Contractor may be suspended from bidding or subcontracting on future City projects for a period of thirty (30) to sixty (60) days. If a Contractor's interim evaluation is unsatisfactory, the Contractor may be suspended from bidding or subcontracting on future City projects for a period of (30) to ninety (90) days.
- F. If the City determines that a Contractor has failed to provide a cure for the deficiencies or irregularities that resulted in either a marginal or an unsatisfactory interim evaluation, or if the Contractor on a subsequent interim evaluation is rated less than satisfactory, the Contractor will be disqualified from bidding or subcontracting for the remaining term of the contract.
- G. A Contractor that receives an overall marginal, final evaluation will be disqualified from bidding or subcontracting on future City projects for one (1) year. A Contractor that receives an unsatisfactory rating will be disqualified from bidding, contracting or subcontracting on City projects for a period of up to five (5) years.
- H. If a Contractor is disqualified pursuant to a marginal or unsatisfactory evaluation, the Contractor may appeal the evaluation to the Board of Contract and Supply or its designated representative.

ARTICLE 48. CLAIMS AND ACTIONS THEREON

- A. No claims against the City for damages for breach of Contract in compensation for extra work shall be made or asserted in any action or proceeding at law or in equity, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as have been herein provided.

- B. Nor shall any such action or proceeding be instituted or maintained on any such claims unless such action or proceeding be commenced within one (1) year after the date of the filing in the Office of the City Comptroller of the final payment voucher pursuant to Article 28; except that an action or proceeding on a claim for moneys deducted, retained or withheld under the provisions of this Contract or of law, must be commenced within one (1) year after the date of final payment hereunder or after such moneys become due and payable hereunder, whichever is later, and further except that an action or proceeding on a claim based upon the City's exercise of the right to declare the Contractor in default must be commenced within six (6) months after the date the City declared the Contractor in default.
- C. In the event any claim is made or any action brought in any way relating to the Contract herein, the Contractor shall diligently render to the City without additional compensation any and all assistance which the City may require of the Contractor.

ARTICLE 49. NO CLAIM AGAINST OFFICIALS, OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Contractor against any official, officer, agent, or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

ARTICLE 50. INVENTIONS, PATENTS AND COPYRIGHTS

- A. The Contractor shall be solely responsible for and shall indemnify the City against any claims and judgments for damages for any infringement of patents, or use of patented articles, tools, materials, equipment, appliances or processes in the performance or completion of the work, including all costs and expenses which the City shall or may incur or be obliged to pay by reason thereof.
- B. Any discovery or invention arising out of or developed in the course of performance of this Contract shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- C. No report, document or other data produced in whole or in part with Contract funds shall be copyrighted by the Contractor nor shall any notice of copyright be registered by the Contractor in connection with any report, document or other data developed for the Contract.
- D. If any copyrightable material is developed under, or in the course of performing this Contract, any Federal Agency providing federal financial participation for the Contract shall have a royalty fee, non exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the work for governmental purposes.
- E. In no event shall Subsections B, C, and D of this Article be deemed to apply to any report, document or other data, or any invention of the Contractor which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Contract.

ARTICLE 51. SERVICE OF NOTICE

- A. The Contractor hereby designates the business address specified in his bid as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box regularly maintained by the United States Postal Service, shall be conclusively deemed sufficient service thereof upon the Contractor as of the date of such delivery or deposit.
- B. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the City.
- C. Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a corporation, upon any office or director thereof, or any other methods as provided by law.

ARTICLE 52. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT SEVERABILITY

If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 53. ALL LEGAL PROVISIONS DEEMED INCLUDED

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this

Contract shall forthwith upon the application of either party be amended by such insertion as to comply strictly with the law and without prejudice to the rights of either party hereunder.

ARTICLE 54. ANTITRUST ASSIGNMENT

The Contractor hereby assigns, sells and transfers to the City of Yonkers all right, title and interest in and to any claims and causes of action arising under the antitrust laws of New York State or of the United States relating to the particular goods or services purchases or procured by the City under this Contract.

ARTICLE 55. FORUM PROVISION CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

- A. This Contract shall be deemed executed in the City of Yonkers, State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the laws of the State of New York.
- B. The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States, located in White Plains, New York ("Federal Courts") or in the courts of the State of New York ("New York State Courts") located in the County of Westchester. To effect this agreement and intent, the Contractor agrees:
 - 1) If the City initiates any action against the Contractor in Federal Court or in New York State Court, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Contract, or to such other address as the Contractor may provide to the City in writing; and
 - 2) With respect to any action between the City and the Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside Westchester County.
 - 3) With respect to any action between the City and the Contractor in Federal Court located in White Plains, New York, the Contractor expressly waives and relinquishes any right it might otherwise have to move or transfer the action to a United States Court outside White Plains, New York.
 - 4) If the Contractor commences any action against the City in court located other than in the Westchester County, New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in Westchester County, New York or, if the court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter re-institute the action in a court of competent jurisdiction in Westchester County, New York.
- C. If any provision(s) of this Article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 56. TAX EXEMPTION

- A. The City is exempt from payment of state, local taxes, and sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies incorporated into completed Work. These taxes are not to be included in bids. This exception does not apply to tools, machinery, equipment or other property leased by or to the Contractor or to supplies and materials which, even though they are consumed, are not incorporated into the completed work, and the Contractor and subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on said leased tools, machinery equipment or other property and upon all said unincorporated supplies and materials.
- B. The Contractor shall obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use said certificates or other documentation as required by law, rule or regulation.

ARTICLE 57. MERGER CLAUSE

This written agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 58. MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with **ARTICLE VI OF THE CODE OF THE CITY OF YONKERS** the bidder, by submission of this bid, certifies that if it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder: has business operations in Northern Ireland, such bidder, shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

ARTICLE 59. COMPENSATION TO BE PAID TO CONTRACTOR

The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to any additions and deductions as provided herein, the sum of:

Written in Words: _____

Written in Figures: \$ _____

IN WITNESS WHEREOF: The Mayor, or his authorized designee, on behalf of the City of Yonkers and the Contractor, have executed this agreement in duplicate for the purposes herein mentioned.

The City of Yonkers

By: _____
Mayor

Name of Contractor

By: _____
(Authorized Officer of the Firm or Corporation)

Where the Contractor is a Corporation, add:
Attest:

_____ (Seal)
(Secretary of the Corporation)

APPROVED AS TO FORM

YONKERS CORPORATION COUNSEL

DATE OF BOCS APPROVAL _____

ACKNOWLEDGEMENT OF THE CITY OF YONKERS

State of New York
County of Westchester
City of Yonkers.

ss:

On this _____ day of _____, 20____, before me personally came _____, to me known, and known to me to be the Mayor of the City of Yonkers; executed the foregoing instrument pursuant to a resolution of the City of Yonkers Board of Contract and Supply; and he acknowledged to me that he executed the same for and on behalf of the City of Yonkers for the purposes herein mentioned.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT WHERE THE CONTRACTOR IS A CORPORATION

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, in the year 20____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of _____, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)
_____) ss:
COUNTY OF _____)

On the _____ day of _____, in the year 20____, before me personally came _____, to me known and known to me to be a member of the firm _____; described in and who executed the same for and in behalf of said firm for the uses and purposed mentioned therein.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)
_____) ss:
COUNTY OF _____)

the _____ day of _____, in the year 20____, before me personally same _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged that he /she executed the same.

Notary Public

**CITY OF YONKERS, NEW YORK
DEPARTMENT OF ENGINEERING**

Bid No. ITB-5739

Contract No. _____

Funding _____

**SOLICITATION & CONTRACT DOCUMENTS
FOR**

Title: **Construction & Installation of Integrated Security System for Cacace Justice Center Detention
Facility**

Amount _____

Contractor _____

Surety _____

Awarded _____

Dated _____

Executed _____

SPECIFICATIONS

The City of Yonkers seeks to update its existing detention facility located in the Cacace Justice Center (104 South Broadway, Yonkers NY 10701 – across from City Hall). The facility was originally constructed in 1988 and has never been utilized for its intended purpose. The successful bidder for this project will update, install and integrate the necessary security components required to bring the facility into compliance with any and all policies and regulations pertaining to the correctional facilities.

I. Qualifications of Bidders

1. Bidders or its employees must have a minimum of five (5) years experience in the design and installation of Complex Integrated Security Systems in a “multi site” environment. They must have specific experience in the design and installation of PLC driven security system for the purpose of detention. At the City’s option, the bidder must be able to demonstrate its capabilities via an onsite visit to a detention facility it has designed within the past five (5) years. Bidders must have the technical skills, materials and equipment necessary to design, pre-fabricate, install, operate, and test the systems under this contract. At the City’s option, the bidder must provide typical CAD drawings that demonstrate its in depth design capabilities of detention center work flow. Being able to demonstrate detention capabilities in Court House environment will be considered as a strong plus during the evaluation process. They must be able to train City staff in the operation of the system. The successful bidder must be fully qualified, certified and equipped to complete the work expeditiously and in a satisfactory manner. The City would prefer that the successful bidder be a certified Software House / American Dynamics Partner having completed at least two (2) projects of a similar nature and complexity. The Contractor’s Manager must have successfully completed, before the start of this project, at least one project of a similar nature having a value of at least one million dollars in the last five years as documented by verifiable references. There shall be no exceptions to these requirements.
2. The Contractor is required to have in its employment a Construction Manager assigned specifically to this Contract, who is required to be on site at all times that work is being done by the Contractor. The successful bidder must prove that it has sufficient resources to complete the project on time.
3. After the bids have been received but before the award of the Contract, at the City’s option, the apparent low bidder shall submit to the City, a letter signed by a current officer or owner of the company. The letter shall contain documentation specifically stating the contractor’s experience, including that it meets or exceeds the required qualifications. The contractor shall also furnish a list of projects it has worked on, which demonstrates that it has the required design/build capabilities, which list shall include, at a minimum, the name of the project, its location, a contact person for the Owner having personal knowledge of that project including phone number and address, etc.
4. The successful bidder will have met the site visit requirement herein.
5. Failure of the bidder to meet these requirements will be grounds for its bid to be rejected by the City of Yonkers.

A. Contractor/Subcontractor Employees

The Contractor and its subcontractors shall employ competent, efficient employees skilled in the work assigned to them. The Contractor shall provide the City with a list of names, photo identification (I.D.), vehicle information, and other required information of the Contractor and subcontractor employees performing the work.

The City reserves the right to approve the selection of any employee or subcontractor providing services. This will, in no way however, relieve the Contractor and/or subcontractor of his/her/its responsibility for hiring appropriate personnel. The Contractor and subcontractor shall, at all times, enforce strict discipline and good order among their employees.

Contractor's employees and subcontractors shall have on their persons, at all times, displayed in a conspicuous manner, photo identifications. The photo I.D. shall have the Contractor or subcontractor's name, employee's name, title and signature. Contractors and subcontractors shall provide a description of its organizational structure showing responsibilities, and duties of employees, supervisors and managers.

II. Specifications of Services

1. Scope of Work

1.0 Under the provisions of "Phase 1" the scope of work calls for the installation of a new security system and other related subsystems that will manage and monitor all detention/office needs to handle inmate processing from arrival, through housing, court appearance to departure. Included systems and subsystems are:

1. Programmable Logic Controller (PLC) – 20 cells;
2. IP based American Dynamics (or approved equal) CCTV system to include Network Video Recorders (NVR) as needed – 65 cameras;
3. Integrated Intercom/Paging system for automatic call up – 25 locations
4. Software House Ccure-9000 (or equal) Proximity/ Biometric access Control – 35 locations;
5. Detention locking as an integrated solution to all of the above – 29 locations
6. Gates and overhead doors as integrated to all of the above – 3 locations
7. Interface with elevators using CCTV cameras, Access Control, Intercom etc. – 2 locations

The PLC will be the core product that will manage and integrate the systems described above. PLC work is to:

- Replace existing hard wired controllers with new, Touch Screen based solution
- Interface with all subsystems mentioned above to provide for unified, single integrated solution for the City of Yonkers

Abbreviated Sequence of Operation:

Intercoms/Paging - Activation of any intercom shall cause the system to:

- Automatically notify the appropriate control room that a call has been initiated.
- Automatically pop-up the floor plan map for the affected area.
- Icon showing the area/door to be affected is to change color and show status
- Automatically pop-up CCTV cameras showing the affected area on a 'call' monitor
- Establish voice link communication between the control room and the caller
- Initiate paging from control rooms

CCTV - IP based CCTV system that will

- Allow users to call up any camera
- Allow Joystick manipulation of PTZ cameras
- Have direct interface to the PLC for the purpose of camera call up

- Provide storage of no less than 30 days at a minimum of 4 CIF, 15 ips and having no less than 6 TB of redundant hard drives
- include server and programming to create the foundation for the City's Unified CCTV System

Access Control - Software House Ccure-9000 based solution including

- support Proximity/Biometrics readers as called for by the design needs
- interface directly to the PLC / CCTV/ Intercom / Locking system
- The presentation of valid card should initiate proper sequence that will ultimately result in unlocking the desired door via the PLC
- replace existing readers
- include server and programming to create the foundation for the City's Unified Access Control System

Elevator Control - Interface current elevator bank to

- have selector buttons be active only upon presentation of a valid card or as managed from the control room
- Add intercom for communications with the control room
- Interface with PLC as needed
- Interface with elevator contractor as needed

1.1 PROGRAMMABLE LOGIC CONTROLLERS - DETAILS

A. PLC EQUIPMENT

System Description

Control all input/output functions for graphic control panels and interface to touch screen computers using Programmable Logic Controllers (PLC) and programming software.

General Specifications

1. Environmental ratings for all components of the PLC system, except programming equipment, shall meet or exceed the following requirements:
 - a. Ambient Temperature rating of 0 to 60 C (32 to 140 operational and -20 to 70 C (-4 to 158 F) storage.
 - b. Humidity rating of 10% to 90% Relative Humidity (non-condensing).
 - c. All system modules shall be designed to provide free airflow convection cooling. No internal fans or other means of cooling except heat sinks shall be required.
2. The PLC shall meet the following standards: UL Listed, CSA Certified, and CE.
3. The PLC system shall have been designed and tested to operate in an industrial environment.
4. The system power supplies shall be protected against short circuits.
5. The PLC system shall be designed so that each control area operates totally independent of one another.
6. Failure or loss of a controller shall not hamper the operation of any other controller.
7. Programmable controller manufacturer must guarantee the availability of replacement/spare parts for a minimum of seven (7) years.

8. All I/O modules and housings must be of a standard type and fully interchangeable with previous PLC series.
9. All controllers and local I/O structures shall be capable of being mounted on the same size fixing centers to allow for larger capacity controllers to be installed in the future should the facility require an expansion beyond the limits specified in the original contract documents.
10. When required, the system must be capable of controlling remote I/O up to a distance of 500 meters (1,640 feet) from the controller, using high speed links with a minimum data rate of one hundred and twenty five (125) Kbaud...

PLC Central Processing Unit

1. The central processing unit (CPU) shall be microprocessor based, encased in a shielded enclosure to provide RFI protection, and shall provide the logic control functions and data transfer based upon the program stored in memory and the status of the inputs and outputs. The controller must be able to support up to 5,120 local I/O.
2. The minimum standard control functions of the CPU shall include:
 - a. Relay Ladder Logic
 - b. Latching relays
 - c. Timer clock pluses (.02s, 1s, 0.2s, 1s, & 1m) and timers (.01 & 0.1 sec. Increments).
 - d. Counters (up/down)
 - e. Data comparison (=, <, >), data range comparison, and data table comparison.
 - f. Data transfers (single register, blocks of registers, data distribution and collection using pointer).
 - g. Synchronous shift registers forward and reverse (multiple channel length bit shifts).
 - h. One-shot output and input controls.
 - i. Master control relays (interlocks).
 - j. Bit reads and moves.
 - k. I/O forcing and setting.
 - l. BCD to Binary or Hexadecimal conversion.
 - m. Binary or Hexadecimal to BCD conversion.
 - n. I/O Refresh on command, immediate I/O inputs, and scheduled interrupt on command.
 - o. On-line program edit capabilities.
3. The following minimum modes of operation of the CPU must be selectable via a hand-held programmer or programming software commands:
 - a. PROGRAM - Processor is not scanning program in memory and all outputs are held OFF.
 - b. MONITOR - Processor is executing program and changes in user memory and data memory are allowed.
 - c. RUN - Processor is executing program in memory and outputs are controlled by the program. No editing of program or data registers is allowed.
4. The above settings shall require either a programming console with a key, or programming software loaded on a computer to change the operating mode of the CPU.

5. The processor shall incorporate extensive self-diagnostic features, which will not halt the processor. In addition, separate visual indicators will annunciate at the following conditions:
 - a. POWER - Logic power is applied to the CPU and I/O rack from the power supply.
 - b. RUN - Processor is executing the program in memory and outputs are being controlled according to the program.
 - c. OUTPUT INHIBIT - Processor is executing program in memory according to input status, but outputs are being held in the OFF-state.
 - d. ALARM - A non-fatal error (such as a low memory battery condition) has occurred in the PLC hardware or program software. The PLC is still running and the outputs are being controlled according to the program.
 - e. ERROR - A fatal error (such as a memory parity error) has occurred, the CPU is not scanning the program, and the outputs are held in the OFF-state.
 - f. COMM - Indicating the CPU is communicating with the device connected to the peripheral port or RS-232C port.
6. In addition to visual self-diagnostic indicators (LED's) the processor shall have a specifically designated block of at least 100 words and bits. These shall provide more detailed system status and fault diagnostic information accessible by programming equipment or intelligent peripherals.
7. The processor must contain an error log area. This area must be able to log what error occurred and when the error happened, giving exact time and date. This area must be able to store a minimum of 1000 records.
8. At a minimum, the internal diagnostic registers shall provide the following information:
 - a. Type of digital (input or output) or intelligent (analog, ASCII, etc.) I/O unit inserted in a particular slot (I/O table listing). This data should be accessible via programming console or programming software.
 - b. If an I/O module is improperly mounted (wrong slot) or not in a slot (I/O verify or I/O bus error).
 - c. Error codes for intelligent I/O module errors.
 - d. PLC operation mode.
 - e. Present and maximum scan time.
 - f. Local Area Network operation status and error status.
 - g. Local Area Network data Send and receive verification and error status.
 - h. Serial Host Computer interface operation and error status.
 - i. Remote I/O operation and error status.
 - j. Memory Error Area.
 - k. Startup time. The start time should be updated every time the power is turned ON.
 - l. Power interruption Time.
9. A single RS232 or RS422 compatible communication port shall be used for software based ladder logic programming.

10. The data rate of the serial communications port shall be selectable. The following shall be the minimum available data rates: 1200, 2400, 4800, 9600, 19.2K, 38.4K, 57.6K and 115.2Kbaud.

PLC Digital Inputs and Outputs

1. Each local input or output module shall be a self-contained unit housed within an enclosure so that no part of its circuit board is exposed to contact by handling.
2. Input and output units shall be UL listed, CSA certified and CE.
3. It shall be possible to replace any I/O module without removing or disturbing user field wiring.
4. Input and output modules shall be available in 64, and 96 points per unit. The 64 and 96-point units shall have a thumbscrew secured; high-density connector capable of accepting individual soldered or crimped connector pins or ribbon cable via IDC type connector configuration.
5. All high-density DC input or output units shall be solid state in nature. The output units shall be transistor types for long life and high DC reliability.

PLC Remote Inputs and Outputs

1. The remote I/O system shall be compatible with all of the manufacturer's modular mid-sized and large PLC's and I/O units.
2. The communication between the local PLC system and the remote I/O racks shall be continuous serial communications with a data rate of at least 125Kbaud.
3. The remote I/O system shall support at least 2048 remote I/O points with one remote master.
4. Remote I/O Network shall be available in fiber or wire options to allow greater flexibility.
5. In the event of failure of a remote I/O drop, all output points on that drop shall be held at their current state.

Network Options

1. Networking options shall include Ethernet, CompoBus-S, Profibus DP, DeviceNet remote I/O and ControllerLink network. Ethernet communications must support TCP, UDP, and FTP protocols. The PLC should have the ability to generate e-mail messages to be sent via WAN or LAN, to report errors, provide scheduled maintenance and status reports. In addition, FTP (file transfer protocol) can be used to transfer data files between a host computer and or FLASH memory card and the PLC's memory.

PLC Fiber Optic Communication System

1. For PLC to PLC and PLC to computer communications, an Ethernet local area network will be provided. Cable distances exceeding 300 feet shall utilize fiber optic media as shown on the plans.
2. Each Network Interface unit for each PLC shall not consume more than one I/O slot on the main PLC rack.
3. The Network Interface units on each of the PLC's shall be powered directly by the main power supply for that rack across the back plane like the other units on that rack. In addition, the Network Interface units shall have auxiliary power supply terminals located on the module, so that it can be powered separately from an uninterruptible source in the event of a CPU power supply failure.
4. Each network interface module must provide direct memory access to the CPU without the need for a ladder command at the receiving node.
5. The data rate of the network shall be not less than two (2) Mbps. This data rate will remain the same regardless of the number of nodes on the network.
6. The network shall accommodate at least 62 nodes on any one-network loop.
7. The transmitted data packets from any node must not be less than 2K bytes of data.
8. The PLC and network system shall be designed so that each PLC system will accept at least four Network Interface Units operating simultaneously on their racks.
9. Any node on the network must be able to send data to every other node on the network simultaneously.
10. Using a single command, a network node can communicate with other nodes on three network levels; nodes on the local network, nodes on the networks connected directly via a gateway/bridge and nodes on networks separated by one other network (i.e. connected via two network gateways/bridges).

PLC Programming Equipment

1. It shall be possible to program and monitor any PLC from a single host Computer via the LAN.
2. Programming software must be compatible with any IBM AT compatible computer running Windows 2000 or Windows XP.
3. The programming software must not require the use of any hardware protection key, any special internal circuit board on the computer, or any sort of floppy disk to operate.

PLC Programming

1. It shall be possible to program relay contacts in series using some form of “line wrap” software feature when the programmer runs out of horizontal space on a single line. The length of any rung, in parallel contacts, must be a maximum of at least 22 lines.
2. Any ladder or ladder element delete function must require at least two steps to prevent accidental deletion of any part of the ladder program.
3. If a programming console is used, it must provide display of I/O number, program address location, type of contact or element (coil or contact, series or parallel, bit or work, NO or NC, and etc.) status during monitoring and forcing indication.
4. It shall be possible to search the program for any contact number, coil number, storage register type and number, address location, or special function number that the CPU supports.
5. It shall be possible to delete part of the program without affecting the remainder of the program. In either case, the program must automatically recompile to accept the new addition or remove the gap left by any deletion.
6. It shall be possible to force any input, output, or internal bit ON or OFF using either the programming console or the computer-based programming software.
7. Programming of nested branches and rungs with multiple outputs must be possible.
8. It shall be possible to program any given I/O point or internal bit or register as often as desired.
9. Using the computer-based programming software, it shall be possible to simultaneously display the following information for any desired rung:
 - a. The ON or OFF state of any contact or coil.
 - b. The contents of any given storage register.
 - c. Whether a coil is standard, normally closed, one-shot, or a latching relay.
10. The computer-based programming software must be capable of displaying non-adjacent rungs during program monitoring operation.
11. If a rung of logic is satisfied then the complete line should be highlighted not just the contacts/coils.
12. Monitoring or any bit/word across the network from any PLC should be supported to aid troubleshooting.
13. It should also be able to:
 - a. Operate without using the mouse.
 - b. Navigate using directory tree displays.
 - c. Enter bit input/output instructions with function keys.
 - d. Split the screen 2 or 4 ways.

- e. Convert from text inputs to ladder programs by either inputting mnemonics to ladder diagram displays or convert text input with text editors or word processors.
 - f. It shall be possible to program with names rather than specific addresses.
 - g. Have the ability to utilize name, addresses, I/O comments, and other data from Microsoft Excel.
 - h. Drag and drop DOS files between Memory Cards in the computer and in the PLC.
 - i. Display error histories from the CPU Unit with time stamping.
 - j. Protect programs from access using passwords.
 - k. Have the ability to run and monitor multiple programs all at one time.
14. PLC output modules shall not be allowed to directly drive electric locks, sliding doors, lighting circuits, or any other device with continuous duty current or surge current in excess of 500 milliamps. Output boards shall drive interposing relays.

1.2 TOUCH SCREEN CONTROL SYSTEM

A. GENERAL DESCRIPTION

- 1. The Touch Screen Control System (TSCS) shall operate as a graphical interface between the correction officer and the electronic security monitoring and control equipment. The TSCS shall display status of monitored points and shall control output points.
- 2. A network connection shall exist between all the TSCS stations and the Programmable Logic Controllers (PLC). The TSCS shall not directly control the security devices. The security devices will be controlled by the PLC using interposing relays as described elsewhere in this specification.
- 3. A Local Area Network (LAN) shall exist between the TCS stations. The LAN shall not be a proprietary system and shall be locally available. The manufacturer of the LAN must have a minimum of 200 operating LAN locations, and have been in business for a minimum of 5 years.
 - a. All LANs shall operate utilizing category 5e cable or fiber optic media if the distance exceeds 300 feet. The LAN shall operate at a speed of 10Mbps (minimum).

B. FUNCTIONAL DESCRIPTION

UNLOCK FUNCTION:

- 1. Pressing the door icon will apply power to the lock and activate the unlock cycle.
- 2. The icon will illuminate steady red when the door is open or unlocked. The icon will

illuminate steady green when the door is closed and locked.

3. If a door is opened by any means other than the TSCS or Control Panel, an “Alarm” condition will be generated. The door will have a red door alarm icon flashing next to it, an audible door alarm tone will sound, and the “go to alarm” icon will flash red.
4. Pressing the flashing “go to alarm” icon will change the screen to display the active alarm condition.
5. Pressing the flashing door alarm icon and then pressing the silence icon will silence the audible tone and turn the door alarm icon to a steady red.
6. After the alarm condition has been cleared (the door has been closed and secured), pressing the door alarm icon and then pressing the reset icon will reset the active alarm. The door alarm icon will disappear.
7. The computer will record to disk all door openings, closing, and alarm conditions.
8. Two or more doors may be in an interlock group. When any door in an interlock group is open or unlocked, the remaining doors in that group cannot be opened without using interlock override. (See: “Interlock” function)

OPEN/STOP/CLOSE OPERATION:

1. Pressing the open icon will cause the gate to begin opening. The door/gate will continue opening until fully open or until the stop icon is pressed.
2. While in motion, pressing the stop icon will cause the door/gate to stop.
3. Pressing the close icon will cause the door/gate to begin closing. The gate will continue closing until fully closed or until the stop icon is pressed.
4. The icons will illuminate steady red when the door/gate is open or unlocked. The icons will illuminate steady green when the gate is closed and locked.
5. If a door/gate is opened by any means other than the TSCS, an “Alarm” condition will be generated. The door/gate will have a red door alarm icon flashing next to it, an audible door alarm tone will sound, and the “go to alarm” icon will flash red.
6. Pressing the flashing “go to alarm” icon will change the screen to display the active alarm condition.
7. Pressing the flashing door alarm icon and then pressing the silence icon will silence the audible tone and turn the door alarm icon to a steady red.
8. After the alarm condition has been cleared (the door/gate has been closed and secured), pressing the door alarm icon and then pressing the reset icon will reset the active alarm. The door alarm icon will disappear.
9. The computer will record to disk all gate openings, closing, and alarm conditions.

MONITORED DOOR OPERATION:

1. The icon will illuminate steady red when the door is open or unlocked. The icon will illuminate steady green when the door is closed and locked.
2. If a door is opened by any means other than the TSCS, an “Alarm” condition will be generated. The door will have a red door alarm icon flashing next to it, an audible door alarm tone will sound, and the “go to alarm” icon will flash red.
3. Pressing the flashing “go to alarm” icon will change the screen to display the active alarm condition.
4. Pressing the flashing door alarm icon and then pressing the silence icon will silence the audible tone and turn the door alarm icon to a steady red.
5. After the alarm condition has been cleared (the door has been closed and secured), pressing the door alarm icon and then pressing the reset icon will reset the active

alarm. The door alarm icon will disappear.

6. The computer will record to disk all door openings, closing, and violations.

INTERCOM OPERATION:

1. When a call button on a remote intercom station is pressed, the icon will flash yellow and an audible intercom tone will sound.
2. Pressing the intercom icon will cause the flashing yellow icon to illuminate steady yellow, silence the audible tone and connect the remote intercom station speaker to the touch screen intercom amplifier.
3. While connected, sound in the area of the remote intercom station will be transmitted to the touch screen speaker.
4. Pressing the intercom icon again will disconnect the remote speaker from the touch screen intercom amplifier and turn the icon back to gray.
5. The touch screen operator may connect the remote intercom station to the touch screen intercom amplifier as in step 2 without the remote call button being pressed as in step 1.
6. Intercoms can also be answered / reset by using the intercom icons.
 - a. When a remote intercom station is pressed, the intercom call will be listed in the intercom queue. The priority of the queue is determined by intercom priority and then by the longest waiting time.
 - b. Selecting a particular intercom call from the list and then pressing the next call icon will connect the selected intercom station and change the screen to display the selected intercom station.
 - c. If no particular intercom call has been selected, pressing the next call icon will connect the intercom station at the top of the list, and change the screen to display the active intercom station.
 - d. The intercom-reset icon will disconnect any currently connected intercom station.

DURESS OPERATION:

1. Pressing a duress button anywhere in the facility will generate a “duress alarm” condition.
2. The associated duress alarm icon will flash, an alarm description will be displayed in the alarm status bar, an audible duress alarm tone will sound, and the “go to alarm” icon will flash red
3. Pressing the flashing “go to alarm” icon will change the screen to display the active alarm.
4. Pressing the flashing duress alarm icon and then pressing the acknowledge button will silence the audible tone and turn the duress alarm icon to a steady red.
5. After the alarm condition has been cleared (the duress button has been reset), pressing the duress alarm icon and then selecting the reset button will reset the alarm and the duress alarm icon will disappear.

EMERGENCY RELEASE OPERATION:

1. Pressing the emergency release icon will activate a pop up window displaying the text “PROCEED WITH EMERGENCY RELEASE”.

2. Pressing yes will activate the emergency release function. The emergency release icon will flash red, and all associated doors will open and REMAIN open.
3. Pressing No will close the Pop-Up window.
4. Pressing the emergency release icon a second time will activate a pop up window displaying the text “CANCEL EMERGENCY RELEASE”.
5. Pressing yes will cancel the emergency release function put all associated doors back into normal operating mode and close the pop up window. Note that all doors opened under emergency release will have to be individually secured.
6. Pressing No will close the Pop-Up window and the emergency release function will remain active.

GROUP RELEASE OPERATION:

1. Pressing the group assign icon will toggle the group assign function on and off. While the assign function is on, pressing a door icon will toggle that in and out of group mode. When a door has been assigned to the group mode, the door assign icon will illuminate blue. To remove a door from group mode, press the group assign icon and then the associated door.
2. Pressing the group unlock icon will activate a pop up window displaying the text “PROCEED WITH GROUP UNLOCK”.
3. Pressing yes will activate the group unlock function. The group unlock icon will flash orange and all associated doors will unlock.
4. Pressing No will close the Pop-Up.
5. Pressing the group lock icon will activate a pop up window displaying the text “PROCEED WITH GROUP LOCK”.
6. Pressing yes will activate the group lock function. The group lock icon will flash orange and all associated doors will lock.
7. Pressing No will close the Pop-Up.

CAMERA OPERATION:

1. Pressing a camera icon will display the associated camera on the spot monitor, and the icon will illuminate blue.
2. Pressing the camera icon a second time will turn the associated camera icon to gray.
3. To record a camera, press the VCR record icon and then press the icon of the camera to be recorded. While a camera is being recorded, a big red “V” shall be displayed over the icon. To stop recording, press the VCR record icon again and then the press the icon of the camera that is being recorded.

INTERLOCK OPERATION:

1. If any door in an interlock group is open or unlocked, the other doors in that group will have a yellow border around their icons. Pressing the icon for any other door in the interlock group will activate a pop up window indicating that the other doors in the group must first be secured, or the interlock override must be used. Pressing exit will hide the pop up alert.
2. To open more than one door in an interlock group, press the interlock icon. A pop up will appear displaying the text “PROCEED WITH INTERLOCK OVERRIDE”.

3. Pressing yes will activate the interlock override function. While the function is active, all doors in that interlock group may be opened.
4. Pressing no will cancel the interlock function and hide the pop up.
5. The interlock function remains active for only 10 seconds.

RECEPTACLE OPERATION:

1. Selecting a receptacle icon will turn the associated receptacles on and illuminate the icon white and orange.
2. Selecting the receptacle icon a second time will turn the associated receptacles off and the icon will return to gray.

TELEVISION OPERATION:

1. Selecting a television icon will turn the associated televisions on and illuminate the icon white and blue.
2. Selecting the television icon a second time will turn the associated televisions off and the icon will return to gray.

LIGHTING OPERATION:

1. Selecting a light icon will turn the associated lights on and illuminate the icon white and yellow.
2. Selecting the light icon a second time will turn the associated lights off and the icon will return to gray.

PANEL TAKEOVER OPERATION:

1. To disable a control panel, press the control panel takeover icon. The “disable control panel” pop up window will appear.
2. Pressing yes will disable the control panel and transfer all control to the touch screen. The control panel takeover icon will illuminate red.
3. Pressing no will close the pop up window.
4. To enable the control panel, press the control panel takeover icon. The “enable control panel” pop up window will appear.
5. Pressing yes will enable and transfer all control back to the control panel. The control panel takeover icon will illuminate gray.
6. Pressing no will hide the pop up window.

PAGING OPERATION:

1. Pressing a page icon will activate the associated paging zone, connecting the remote paging speakers to the paging amplifier. The icon will illuminate yellow.
2. While a paging zone is active, pressing and holding a push to talk switch will transmit sound from either the headset or the microphone to the remote paging speakers.
3. Pressing the page icon a second time will deactivate the associated page zone. The icon will return to gray.
4. If a page zone has been activated, the icon will display the text “busy”, indicating that zone is already in use.

C. PERFORMANCE

Graphic display call-up time of one second maximum for all graphics.

2. Variable update time of one second for variables from multiple PLC's.
3. Total time to call up display complete with variables with guaranteed current data read from the Controller Subsystem for a graphic with variables from a total of 5000 points anywhere in the system shall be between one and two seconds.
4. All development functions shall be available at every node on the system and shall allow multiple users to simultaneously modify the same database. There shall be no copy protection on the development package and users shall be permitted to use the development package freely in any computer.

D. EQUIPMENT REQUIREMENTS:

1. Each TSCS station shall have a personal computer meeting the following minimum requirements.
 - a. Pentium processor Dual Core G830 2.7GHz, 3MB with HD Graphics
 - b. One RS-232 serial communications port.
 - c. Windows 7 Operating System
 - d. 2GB of RAM.
 - e. 250GB hard drive (minimum).
 - f. Network Interface Card
2. Each TSC station shall be provided with a graphics microprocessor as described below:
 - a. Minimum microprocessor pixel resolution to be 1950X1080, with each pixel individually addressable.
 - b. HD graphics (1) HDMI and (1) VGA
3. Each TSC station shall be provided with a monitor as described below.
 - a. 22" Flat Panel Touch Screen Display
 - b. The monitor must be capable of a minimum resolution of 1680x1050 pixels.
4. Manufacturer: elo Touch Systems, or equal.

E. TOUCH SCREEN SOFTWARE

The Interface Subsystem shall consist of a major brand MMI software package, personal computers and industry standard hardware .The software shall be supplied as a complete package. No additional software should be required to configure or run all the features of the system. Systems comprising a collection of software from various manufacturers (other than the computer operating system) are not acceptable.

1. The software shall consist of a human machine interface (HMI) system with support for supervisory and process control, real-time data acquisition, alarm and event management, historical data collection, report generation, local or remote telemetry communications to PLC's, and internet/intranet access. The software shall be easy-to-use, with an object-oriented graphics development environment and have an open architecture, which utilizes the latest in Windows XP Professional client/server networking technology.

The software shall consist of a suite of off-the-shelf modular components from a single software manufacturer that are tightly integrated together to perform all SCADA system functions. The suite shall contain an HMI for process visualization, real time database for historical data collection, client tools for trending and reporting within the HMI and, as standalone packages, communication drivers for PLC's. It shall be scaleable so that a small, stand alone application can easily be expanded into a large distributed control network with either single or redundant database servers, single or redundant communication servers providing information to multiple workstation clients.

2. RUNTIME USER INTERFACE SOFTWARE REQUIREMENTS:

This section describes the various user interface functions of the SCADA system in the runtime mode. The software shall be licensed to support any of hardware levels of user interface in any combination as follows:

- a. Server, workstation or desktop PC running the latest version of Microsoft Windows.
- b. Thin client, with diskless PC's running sessions served by Microsoft Windows XP Terminal Server.
- c. Hand held devices running Windows CE.

3. FULL FUNCTION OPERATOR WORKSTATION:

The system operator shall be able to execute all monitoring and supervisory control functions from this workstation. This workstation shall contain the Windows 7 Professional operating system, HMI software, HMI configuration files, and other software and configuration files resident on the local hard drive required to permit operation of the Operator Workstation. The operator shall be able to access all tagnames or graphic displays from any workstation on the network without knowing which server the point or display resides on.

- a. The system runtime software shall support operator access to multiple displays at one time, including split screens where the operator may view more than one process area at a time. The system runtime software shall support multiple CRT monitors through the use of commercially available multiple monitor cards.
- b. The operator shall be able to have access to context sensitive on-line help or instructions from any display at any time during operation of the system with a single keystroke or mouse click.
- c. The operator shall be able to access displays via a pointing device and/or soft key menus with a choice of function keys, cursor control keys, or any single key on the keyboard. Display navigation shall not normally require the use of typing text commands into an alphanumeric keyboard. Supported pointing devices shall include a mouse, touchscreen, lightpen, or trackball.

- d. The operator shall be able to easily identify which objects are selectable from any display by simply dragging the pointing device over the object. Displaying a halo around the object shall provide confirmation that an object can be selected.

4. RUNTIME SECURITY:

- a. The runtime software shall include a security system under Windows security to enable various operator tasks based on the user level and password. Access to all displays and to all command functions shall be based on the operator's security level to protect against unauthorized use. After initial creation, only an assigned user with proper authorization or the system administrator shall modify the password.
- b. The security system shall be capable of disabling access to all Microsoft Windows controls (file menu, close, minimize, etc.) and keyboard commands (Ctrl-ESC, Alt-Tab, and Ctrl-Alt-Del).
- c. At least 10,000 levels of security protection shall be provided. Visibility and operation of command buttons, symbols, or entire displays shall be enabled or disabled based upon the operator's security level. The security level shall be established during the operator log-on procedure.

5. LOGGING OPERATOR ACTIONS:

- a. All operator actions shall be logged to an event logger. The event logger shall keep track of each new operator log-on, log-off or device control.
- b. Each event log shall record the date, time, operator logged in and the type of action taken.

6. EVENT LOGGING:

- a. Any configured Integer, Real, discrete, or String tag may also be configured as an event. The point shall be logged as an event any time its value changes.
- b. Events shall be logged to a Microsoft SQL Server or MSDE (Microsoft Database Engine). Items to be logged in addition to the event itself shall include date and time of the event, and Event Priority.

7. ALARM MANAGEMENT FUNCTIONS:

- a. Alarms shall be detected and reported by an Alarm Manager service. The Alarm Manager service shall support no less than forty (40) simultaneous alarm client displays
- b. It shall be possible for the operator to filter the alarm display based on priority level, groups or process area. In distributed network systems, alarms shall be viewed and acknowledged from any workstation and the information shall be distributed to all clients. The name of the operator and the node acknowledging the alarm shall be capable of being displayed in the Alarm Summary
- c. The alarm display shall support up to eight different combinations of colors based on the priority of the alarm and whether it is acknowledged or unacknowledged. The colors shall be user-selectable via configuration from a total of 256 colors.
- d. The system shall provide a method of notifying the user when a new alarm has occurred.

- e. The operator shall be able to select and acknowledge alarms individually, by group or area. The operator shall also be able to acknowledge only those alarms visible in the display, only those selected, only the most recent alarm or all alarms in the system. The alarm display shall allow alarms to be selected by clicking on them with the mouse at runtime.
- f. The operator shall be able to select an alarm from the alarm summary display and the system shall switch to the corresponding screen as to the particular section of the control system where the alarm originated.
- g. It shall be possible to inform the operator of an alarm condition via an audible tone, a pop-up display, or any combination of animation types on the screen.
- h. Alarms shall be logged to a Microsoft SQL Server or MSDE (Microsoft Database Engine).
- i. Alarms may be printed to a locally connected or network printer

8. GRAPHICS DISPLAY DEVELOPMENT:

The system software shall include an object-oriented color graphics display generator with full animation capabilities to provide users with a realistic visualization of the system process. All graphical editing operations shall be point and click selecting icons from a floating and docking tool bars, pull down menus or keyboard commands. It shall be possible to perform a functional test of any graphic display by switching to the runtime mode with a single mouse click.

9. GRAPHICAL OBJECTS:

The graphics editor shall include a set of basic drawing tools to create simple or complex objects. Selecting an icon on the drawing toolbar shall easily create simple objects, which include lines, rectangles, polygons, ellipses, circles, filled shapes or text. Any of these objects can be assigned various attributes such as line color, fill color, size, and orientation and can be made static or dynamic. Text objects shall be scaleable and use true fonts in bold italic or underline. All objects shall be scaleable and moved in any direction one pixel at a time or dragged with a mouse.

- a. The graphics editor shall support standard object manipulation functions such as cut, copy, paste and delete. Alignment tools shall be included to simplify proper placement and arrangement of objects. Align commands shall be included to align objects based on justification to the left, right, center, top or bottom. Object commands shall also be included to space them vertically, horizontally, move to back, move to front, rotate or group and ungroup.
- b. Object Animation – Objects shall be animated based on the following attributes:
- c. Color change of the object. Up to 256 colors, 128 standard colors and up to 128 user-defined colors. A user defined color palette can be created, exported and imported. The color palette shall be based on 16.7 million colors. System must also support the user choosing transparent colors for all graphical objects and backgrounds.
- d. Percentage of fill for objects up, down, left or right direction based on a tagname.

- e. Blinking of the object based upon any alarm or event or upon a designated group of alarms. The blink shall be adjustable to slow, medium or fast.
- f. Each object shall have a visibility attribute option allowing for visibility of the object based upon the status of a discrete point, alarm, or operator security level.
- g. The system shall support animation of objects via re-sizing, moving, and/or rotating based upon a change in a tagname
- h. Objects shall be animated based upon any user-defined criteria made up of tagnames in the system. This includes the use of expressions containing all mathematical functions.
- i. Graphics development tools shall allow object placement via a “snap-to-grid” feature with configurable grid spacing.
- j. Graphics development tools shall support an “undo/redo” feature with a configurable number of levels and command displays.
- k. The system shall support the import of .DXF files with the drawing elements imported as native objects. It shall be possible to animate these objects using the full set of object animation properties.
- l. Graphics editor shall also allow the user to import drawings and images in .BMP. JPEG .PCX and .TGA file format.

10. GENERAL PURPOSE I/O COMMUNICATIONS SERVERS:

General-purpose communication I/O servers shall be available for all major PLC's from Allen Bradley, GE, Modicon, or Omron. The PLC communication servers shall support interfaces via direct serial, local control network such as data highway plus and Modbus Plus or via TCP/IP Ethernet. There shall be support for at least 600 various devices. An I/O server toolkit shall be available for third parties to develop custom I/O servers.

F. HMI SOFTWARE:

- 1. MANUFACTURER: Wonderware, or approved equal.

1.3 ELECTRIC LOCK INTERFACE SYSTEM

- A. Provide interface assembly between PLC and electric locks, door position indicators, door operators and door control components. The items specified herein shall establish minimum requirements for the door locking control system.
- B. The Lock Interface System shall monitor the status of each lock fuse, the output voltage at each lock relay contact and the separate status of the door position switch and lock position switch. The status information shall be reported to the security management system.

- C. Field terminations shall be accomplished with screw type compression terminals. Each terminal block shall be designated with the function of the associated terminal. The blocks shall be labeled with the door number, which shall be easily visible after all field conductors have been terminated.
- D. Each door termination shall contain ten individual termination points with two quick disconnect blocks for door status and lock control with the following features:
1. Two switched circuits for open and close relays.
 2. Normally closed terminal for fail safe applications.
 3. Normally open and normally closed status inputs.
 4. One auxiliary input.
 5. Socketed relay connectors.
 6. Individually fused door lock circuits
 7. (Four) color differentiated LED'S for open, close, secure and un-secure indications for each door location.
 8. LED indicator for each relay.
 9. Fused lock power input and supply inputs.
 10. Separately fused common and positive supply circuits.
 11. Integral Fuse Tester with spare fuse.
 12. MOV over-voltage/surge protection for each door circuit.
- F. MANUFACTURER: Com-Tec Model CTS 9126, or equal.
- G. SPARE PARTS: Provide the following:
One spare board of each type used.

1.4 LOCK CONTROL DIAGNOSTIC SYSTEM

A. FUNCTIONAL DESCRIPTION FOR TOUCH SCREEN CONTROL STATION:

1. The lock control diagnostic system shall monitor the status of the lock interface assembly (specified in section 2.04) and provide maintenance alerts via the PLC I/O to the associated Touch Screen Control Station and the Security Management System Control Station.
2. The system shall monitor the status of each lock power fuse. In the event of a blown or removed fuse, when the associated lock icon is depressed on the Touch Screen, an "M" icon shall appear adjacent to the lock icon indicating "maintenance alert" for the associated door. "maintenance alert" shall also appear in the alarm log in the system utilities window on the Touch Screen Station and the Security Management Station. Touching the "M" icon or the alarm log display line shall display a graphic picture of the alarm interface assembly depicting the blown fuse location on the assembly along with the specific assembly location, cabinet location and equipment room number.
3. The system shall monitor the power output contacts of each lock interface relay. In the event of a defective relay, when the associated lock icon is depressed on the Touch Screen the icon status shall remain unchanged. An "M" icon shall appear adjacent to the lock icon indicating "maintenance alert" for the associated door. A maintenance alert shall also appear in the alarm log in the system utilities window on

the Touch Screen Station and the Security Management Station. Touching the “M” icon or the alarm log display line shall display a graphic picture of the alarm interface assembly depicting the defective relay location on the assembly along with the specific assembly location, cabinet location and equipment room number.

4. The system shall monitor the status of the Door Position Switch (DPS) and the Latch Position Switch (LPS) separately. In the event of a defective or misadjusted DPS or LPS, when the associated lock icon is depressed on the Touch Screen, an “M” icon shall appear adjacent to the lock icon indicating “maintenance alert” for the associated door. A maintenance alert shall also appear in the alarm log in the system utilities window on the Touch Screen Station and the Security Management Station. Touching the “M” icon or the alarm log display line shall display a graphic picture of the alarm interface assembly. The system shall monitor the status of the fuse and relay of the associated door and upon normal “fuse and relay” confirmation and an abnormal DPS or LPS indication, the screen shall display “check lock assembly” with the specific door number and lock type.

1.5 INTERCOM/SOUND SYSTEM

- A. **GENERAL REQUIREMENTS:** The control and annunciation of intercom and paging functions shall be an integral part of the door control graphic panels (Touch Screen Work Station) and programmable logic controllers described elsewhere in this specification. Intercom and paging amplifiers, power supplies, and associated equipment shall be located in cabinets adjacent to the PLC cabinets. Switching and control functions shall be accomplished by the local PLC's described under the Programmable Logic Controller Section.
- B. **COMMUNICATIONS AMPLIFIERS:**

1. Each Designated Work Station shall communicate to remote stations via a single channel intercom amplifier.
2. Units shall have solid-state amplifiers capable of 12 watts RMS, with balanced inputs and balanced outputs for operations on 25-volt speaker lines.
3. Units shall have 20 dB of volume compression control.
4. Frequency response shall be shaped to deliver maximum voice intelligibility, and hum and noise shall be at least 55 dB below rated output.
5. The speaker and talk/listen switch shall be integrated into the graphic control panels as shown on the drawings.
6. Manufacturers Techworks, Dukane, or equal

- C. **AUDIO SWITCHING MODULE:**

1. All audio lines shall pass through special function Audio Switching Modules.
2. These special function modules shall be designed for rack mounting and shall provide for various switching of audio lines including page functions.
3. Provide the minimum following features:
 - a) LED indicator for each Relay

- b) Control up to 12 Page Zones or Remote Intercom Stations with call-in
 - c) Three audio busses
 - d) Isolated uninterrupted audio paths
 - e) Transient protected inputs
 - f) Provide pins for single insulation displacement connector
 - g) Daisy-chain connections for audio buss
 - h) Single 50-conductor connector for control circuitry.
4. Intercom Relay Assembly shall be UL 508 listed.
 5. Manufacturers: Com-Tec, Dukane, or equal.

D. POWER PAGING AMPLIFIERS:

1. A separate power amplifier shall be provided for each paging area. The power amplifier shall meet the following specifications:
 - a. Rated Power Output: 120, 250 Watts RMS, as required
 - b. Frequency Response: -3, +1dB, 60 HZ to 15,000 Hz
 - c. Constant Voltage Outputs: 25V CT, 25V, 44.7V, 70.7V
 - d. Output Impedance (ohms): 625, 2.5, 8, 20AC
 - e. Power Consumption: 320 Watts RPO, 15 Watts Standby AC
 - f. Line Fuse: Slo-Blo, 5amp
 - g. Circuit Protection: Thermal cut-off, electronic overload circuit, AC line fuse
 - h. UL Listing: UL1480 approved.
2. Paging and program amplifiers shall be supplied and sized to accommodate at least 2 watts of audio power per speaker plus 30 percent reserve capacity.
3. APPROVED MANUFACTURERS: Rauland, Toa, Dukane

E. INTERCOM STATIONS:

1. Intercom stations shall be mounted directly into recessed, standard, readily available electrical back boxes.
2. The station shall be vandal-resistant in design and shall be 11Ga stainless steel with brushed finish. Tamper-proof mounting hardware as described elsewhere in this specification shall be provided.
3. The station shall provide a momentary push-button type call-in switch. The switch assembly shall be of vandal-proof construction. The actuator shall be of metal construction.
4. The station shall include a speaker-microphone. There shall be at least two baffles separating the speaker cone from the faceplate to prevent contact with the cone with a wire or other sharp object.
5. Manufacturers: Rauland Model HSS-1, Com-Tec Model CTS 3021, or equal.

F. PAGING AND MONITORING SPEAKERS:

1. The ESSS shall supply and install paging and monitoring speakers at locations shown on the plans. Units shall consist of back boxes (supplied by this contractor and installed by the Division 16 electrical contractor), speaker assembly with matching transformer, and grille.
2. Speakers shall be eight inches in diameter and utilize a 10 oz. magnet. Matching transformers shall be installed with taps of 1, 2, and 4 watts.
3. Grilles shall be security type and vandal resistant. The grilles shall be manufactured from aluminum alloy having a tensile strength of 44,000 pounds per square inch. Each unit shall have a heavy gauge cold rolled steel perforated screen to protect the speaker assembly. Four mounting holes shall be counter sunk for tamper proof screws.
4. MANUFACTURERS: Atlas Soundolier, Quam, and Lowell, or equal.

G. SPARE PARTS: Provide the following

1. One spare intercom amplifier.
2. One spare audio switching module.
3. Two intercom stations.
4. Two spare paging speakers with baffles.

1.6 CLOSED CIRCUIT TELEVISION

- A. The Electronic Security Contractor (ESC) work shall include all labor, equipment and services necessary to furnish, deliver and install the following items of Closed Circuit TV (CCTV)
American Dynamics, or equal, IP cameras (qty 65)

1.7 UNINTERRUPTIBLE POWER SUPPLY (UPS)

- A. The Electronic Security Contractor's (ESC) work shall include all labor, equipment and services necessary to furnish, deliver and install the following items of electronic security equipment:
1. Uninterruptible Power Supply
 2. Batteries
- B. An uninterruptible power supply (UPS) shall be supplied in the location identified on the Contract Drawings. The UPS shall be connected to the building power and shall provide line conditioning for all listed security components, which require 120 VAC. During periods of building power failure, the UPS shall provide back-up power for security components that require an operating voltage of 120 VAC.
- C. Provide UPS systems for the following components:
1. Programmable Logic Controllers
 2. Touch Screen Work Stations

3. Intercom System
4. CCTV Control System, Cameras, Monitors and Recording Equipment

D. MANUFACTURERS

1. except as otherwise specified herein, the equipment and materials of this Section shall be products of the following manufacturers, or an approved equal:
Power Ware

The UPS system shall have the capacity to furnish the required total power for not less than one hour.

1.8 CONTROL CABINETS AND CONSOLE HOUSINGS

A. DESIGN REQUIREMENTS:

1. The Electronic control system shall be housed in Floor Standing cabinets with front and rear doors.
2. Cabinets shall be E.I.A standard 16 gauge CRS construction.
3. The unit shall have conduit knockouts on the top and bottom panels.
4. Units shall be vented for natural air convection.

B. MANUFACTURERS: Atlas-Soundolier and Lowell, or approved equal.

C. Control consoles housing the graphic control panels shall be custom fabricated millwork to meet the design requirements shown on the plans.

1. The ESSS shall be responsible for coordinating with the architect, owner, general contractor and other trades to ensure proper design.
2. Consoles shall be modular in nature such that top turrets are each separate units. Each modular unit shall be no more than 48 inches in width.
3. The ESSS shall provide desktop turrets to be mounted on millwork counter tops, which are to be provided by others.

1.9 WIRE AND CABLE

- A. All low voltage cable and wire shall be supplied and installed by Division 16 in accordance with the National Electrical Code.
- B. Cable and wire selected by the ESSS for each application shall be in strict accordance with the original equipment manufacturer's recommendations and all cables and wires shall be permanently tagged by Division 16 contractor at both ends for ease in maintenance.
- C. The ESSS shall provide a detailed wiring schedule and associated diagrams.

1.10 RACEWAYS

- A. All raceway shall be supplied and installed by Division 16 in accordance with the National Electrical Code.
- B. All conduits shall be EMT type. Minimum conduit size shall be ½”

2. Warranty

The Contractor will guarantee all work performed for a period of one (1) year from the date of work completed.

The Contractor shall provide one (1) full year workmanship warranty to the City. This warranty shall specifically provide that all workmanship provided by the Contractor and his/her sub-contractors (if any) in conjunction with the installation or upgrades of any equipment or other agreed components of work supplied and installed by the Contractor and his/her sub-contractors (if any) shall be free from workmanship defects from the date of product installation or service.

3. Security Regulations

- A. Contractor's attention is called to the fact that this work is to be performed on property which is the responsibility of the City; therefore, all personnel associated with this contract are subject to special conditions affecting security and control of the facilities operations. Every person required to enter the work site will be issued an ID card and be required to fill out appropriate applications. **There is a \$30.00 processing fee for each lost ID card;** remitted by check made payable to the City of Yonkers. All ID processing will be scheduled by the Construction Administrator.
- B. The Contractor/Subcontractor shall issue a copy of the security regulations to all personnel engaged on this project.
- C. All Contractor/Subcontractor personnel shall be bound by the following security regulations for the duration of this contract.
 - 1. All personnel must conspicuously display the ID card and identify themselves upon request.
 - 2. If an ID card is misplaced or lost, report this immediately to the Inspector.
 - 3. All Contractor/Subcontractor personnel are responsible for all tools and equipment and you must report any loss immediately to the Construction Administrator.
 - 4. All personnel must observe all orders of the Owner.
 - 5. All personnel are to report any unusual incidents or problems to the Construction Administrator immediately.
 - 6. All personnel shall not possess or consume any alcoholic beverage or illegal drug or medication while on the property, or report to work under the influence of alcohol or drugs.
 - 7. Any vehicle left on the property must be locked and the ignition keys must be removed. Vehicles will not be left overnight without prior approval.
 - 8. All personnel shall not enter any other areas of the premises (except the areas agreed to) without prior approval of the Construction Administrator.

ITB-5739 - Bid Schedule of Prices – Attachment A
Construction & Installation of Integrated Security System
for Cacace Justice Center Detention Facility

The bid will be submitted in two components. The first component will list all equipment by make and model number and identify the cost of all equipment, including all related components to complete the project in a turnkey fashion. The second component will include the cost of all estimated labor to complete the project in a turnkey fashion.

1.EQUIPMENT LIST – ON A SEPARATE ATTACHMENT, USE THIS FORMAT TO PRICE ALL EQUIPMENT/DELIVERABLES

Item No.	QTY & Unit of Measure	Make, Model #, General Description with unit prices written in words	Unit Cost in Figures	Total - qty x unit price
1		Make and model # of equipment and brief description , at _____dollars and _____ cents per unit	\$	\$
2		Make and model # of equipment and brief description , at _____dollars and _____ cents per unit	\$	\$

Equipment - Total price for items 1 through XXX inclusive, in words is:

 _____ Dollars and _____ Cents

In Figures \$ _____

2. LABOR

Item No.	Lump Sum	Labor - in words	Lump Sum in Figures	Total Amount
1	Lump Sum	For installation of all equipment and materials to complete the project in a turnkey fashion _____ dollars and _____cents per unit	\$	\$

GRAND TOTAL – 1) EQUIPMENT AND 2) LABOR IS:

In Words _____ **Dollars and Cents**

In figures \$ _____

Company Name & Address: _____

Name of Representative: _____ Title _____

Telephone: _____ Fax _____

Email: _____ Date _____